

No. 10437

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United States  
Circuit Court of Appeals  
For the Ninth Circuit.

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RICHFIELD OIL CORPORATION, a corporation,

Petitioner,

vs.

NATIONAL LABOR RELATIONS BOARD,  
Respondent.

Transcript of Record

Upon Petition for Review and for Enforcement of an Order  
of the National Labor Relations Board

FILED

SEP 22 1943

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Rotary Colorprint, 590 Folsom St., San Francisco

PAUL P. O'BRIEN,  
CLERK



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Circuit Court of Appeals  
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[Clerk's Note: When deemed likely to be of an important nature, errors or doubtful matters appearing in the original certified record are printed literally in italic; and, likewise, cancelled matter appearing in the original certified record is printed and cancelled herein accordingly. When possible, an omission from the text is indicated by printing in italic the two words between which the omission seems to occur.]

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BOARD'S EXHIBIT NO. 1-A

United States of America  
Before the National Labor Relations Board  
21st Region

Case No. XXI C 2249

Date Filed 1/6/43

In the Matter of—

**RICHFIELD OIL CORPORATION**

and

**PACIFIC DIST., SEAFARERS' INTL. EN-  
GINE DIVISION, affil. Seafarers Intl. Union  
of North America, AFL**

**CHARGE**

Pursuant to Section 10 (b) of the National Labor Relations Act, the undersigned hereby charges that Richfield Oil Corporation at Richfield Bldg., Los Angeles, Calif. employing approx. 60 in unit workers in operation of oil tankers has engaged in and is engaging in unfair labor practices within the meaning of Section 8 subsections (1) of said Act, in that since October 1942 the above named Corporation has refused and now refuses to grant passes to the undersigned labor organization, the duly authorized bargaining agent of all unlicensed personnel in the engine department of the Richfield Oil Corporation's Pacific Coast oil tankers, for the purpose of going on board in order to investigate and negotiate concerning grievances,

said Corporation thereby interfering with, restraining and coercing its employees in the exercise of the rights guaranteed in Section 7 of the said Act. in violation of Section 8, subsection (1) of said Act.

The undersigned further charges that said unfair labor practices are unfair labor practices affecting commerce within the meaning of said Act.

Name and address of person or labor organization making the charge. (If made by a labor organization, give also the full name, local number and affiliation of organization, and name and official position of the person acting for the organization.)

PACIFIC DIST., SEAFARERS' INTL. ENGINE DIVISION, affil. Seafarers Intl. Union of No. America, AFL  
By HARRY LUNDEBERG,  
President  
110 Market St.,  
San Francisco, Calif.

Subscribed and sworn to before me this 6 day of January, 1943 At Los Angeles, California

E. J. EAGEN, Director  
National Labor Relations  
Board  
21st Region,  
Los Angeles, Calif.



BOARD'S EXHIBIT NO. 1-B

United States of America  
Before the National Labor Relations Board  
21st Region

Case No. XXI C 2248

Date Filed 1/6/43

In the Matter of—

**RICHFIELD OIL CORPORATION**

and

**PACIFIC DISTRICT, SEAFARERS' INTL.  
STEWARDS DIVISION, affil. Seafarers  
Intl. Union of North America, AFL**

**CHARGE**

Pursuant to Section 10 (b) of the National Labor Relations Act, the undersigned hereby charges that Richfield Oil Corporation at Richfield Building, Los Angeles, California employing approx. 50 in unit workers in operation of oil tankers has engaged in and is engaging in unfair labor practices within the meaning of Section 8 subsections (1) of said Act, in that since October 1942 the above-named company has refused and now refuses to grant passes to the undersigned labor organization, the duly authorized bargaining agent of all unlicensed personnel in the stewards' department of the Richfield Oil Corporation's Pacific Coast oil tankers, for the purpose of going on board in order to investigate and negotiate concerning grievances, said Corporation thereby inter-

fering with, restraining and coercing its employees in the exercise of the rights guaranteed in Section 7 of the said Act, in violation of Section 8, subsection (1) of said Act.

The undersigned further charges that said unfair labor practices are unfair labor practices affecting commerce within the meaning of said Act.

Name and address of person or labor organization making the charge. (If made by a labor organization, give also the full name, local number and affiliation of organization, and name and official position of the person acting for the organization.)

PACIFIC DISTRICT, SEAFARERS' INTL. STEWARDS  
DIV., affl. Seafarers Intl. Union  
of North America, AFL  
By HARRY LUNDEBERG,  
President  
110 Market St.,  
San Francisco, Calif.  
Phone: Garfield 8225  
5659

Subscribed and sworn to before me this 6 day of  
January, 1943 At Los Angeles, California

E. J. EAGEN, Director  
National Labor Relations  
Board  
21st Region,  
Los Angeles, Calif.

BOARD'S EXHIBIT No. 1-C

United States of America

Before the National Labor Relations Board

Twenty-first Region

Case No. XXI C 2248

Date Filed 1/28/43

In the Matter of—

**RICHFIELD OIL CORPORATION**

and

**SAILORS UNION OF THE PACIFIC, AFL**

**FIRST AMENDED CHARGE**

Pursuant to Section 10 (b) of the National Labor Relations Act, the undersigned hereby charges that Richfield Oil Corporation at Richfield Building, Los Angeles, California employing approx. 50 in unit workers in operation of oil tankers has engaged in and is engaging in unfair labor practices within the meaning of Section 8 subsections (1) of said Act, in that since October, 1942 the above-named company has refused and now refuses to grant passes to the undersigned labor organization, the duly authorized bargaining agent of all unlicensed personnel in the deck department of the Richfield Oil Corporation's Pacific Coast oil tankers, for the purpose of going on board in order to investigate and negotiate concerning grievances, said Corporation thereby interfering with, restraining and coercing its employees in the

exercise of the rights guaranteed in Section 7 of the said Act, in violation of Section 8, subsection (1) of said Act.

The undersigned further charges that said unfair labor practices are unfair labor practices affecting commerce within the meaning of said Act.

Name and address of person or labor organization making the charge. (If made by a labor organization, give also the full name, local number and affiliation of organization, and name and official position of the person acting for the organization.)

SAILORS UNION OF THE  
PACIFIC, AFL  
By HARRY LUNDEBERG,  
Secretary-Treasurer  
110 Market St.,  
San Francisco, Calif.  
Phone GARfield 8225  
5659

Subscribed and sworn to before me this 27th day of Jan., 1943 At San Francisco, Cal.

[Seal] MARIE H. TUTTLE

Notary Public in and for the  
City and County of San  
Francisco, State of California.

My Commission Expires Dec.  
15, 1946

BOARD'S EXHIBIT NO. 1-D

United States of America

National Labor Relations Board

I, John E. Lawyer, Chief of the Order Section of the National Labor Relations Board, and official custodian of its records, do hereby certify that attached is a full, true, and complete copy of: Order Consolidating Cases In the Matter of Richfield Oil Corporation and Sailors Union of the Pacific, AFL Case No. XXI-C-2248. Richfield Oil Corporation and Pacific Dist. Seafarers' Intl. Engine Division, affil. Seafarers Intl. Union of North America, AFL Case No. XXI-C-2249.

In Witness Whereof, I have hereunto subscribed my name and caused the seal of the National Labor Relations Board to be affixed this 18th day of February A. D. 1943, at Washington, D. C.

(Seal)

JOHN E. LAWYER

Chief, Order Section

United States of America  
Before the National Labor Relations Board

Case No. XXI-C-2248

In the Matter of  
RICHFIELD OIL CORPORATION  
and  
SAILORS UNION OF THE PACIFIC, AFL

---

Case No. XXI-C-2249  
RICHFIELD OIL CORPORATION  
and  
PACIFIC DIST., SEAFARERS' INTL. EN-  
GINE DIVISION, affil. Seafarers Intl. Union  
of North America, AFL

#### ORDER CONSOLIDATING CASES

A charge and amended charge, pursuant to Section 10 (b) of the Act, having been filed by Sailors Union of the Pacific, AFL, in Case No. XXI-C-2248, and a charge having been duly filed by Pacific District, Seafarers' International Engine Division, affiliated Seafarers International Union of No. America, AFL, in Case No. XXI-C-2249, and the Board having duly considered the matter, and deeming it necessary in order to effectuate the purposes of the National Labor Relations Act,

It Is Hereby Ordered, pursuant to Article II, Section 36 (b) of National Labor Relations Board

Rules and Regulations—Series 2, as amended, that these cases be, and they hereby are, consolidated.

Dated, Washington, D. C., February 17, 1943.

By direction of the Board:

[Seal]

JOHN E. LAWYER

Chief, Order Section

---

BOARD'S EXHIBIT NO. 1-E

[Title of Board and Causes.]

COMPLAINT

It have been charged by Sailors Union of the Pacific, AFL, and by Pacific District, Seafarers' International Engine Division, affiliated with Seafarers' International Union of North America, AFL, that Richfield Oil Corporation, hereinafter called the Respondent, has engaged in, and is engaging in, certain unfair labor practices affecting commerce as set forth and defined in the National Labor Relations Act, 49 Stat. 449, hereinafter referred to as the Act, the National Labor Relations Board, by its Regional Director for its Twenty-first Region, designated as Agent of said National Labor Relations Board by its Rules and Regulations—Series 2, as amended, hereby issues its Complaint, and alleges the following:

1. The Respondent is, and at all times herein referred to has been, a corporation organized and existing under and by virtue of the laws of the State of Delaware, having its principal office at



Los Angeles, California. Respondent is engaged in the business of producing crude oil and natural gas, and manufacturing, selling and distributing petroleum products in the states of California, Washington, Oregon, Arizona, Nevada, Idaho and Utah.

2. Respondent, in the course and conduct of its business, as described above, causes, and has continuously caused, large quantities of materials and supplies to be purchased, obtained, shipped and transported in interstate and foreign commerce from and through various states of the United States, and from and through foreign countries.

3. Respondent, in the course and conduct of its business, as described above, causes, and has continuously caused, large quantities of its products to be sold, shipped and transported in interstate and foreign commerce into and through various states of the United States and into and through foreign countries.

4. (a) Sailors Union of the Pacific, a division of Seafarers' International Union of North America, affiliated with the American Federation of Labor, hereinafter called Sailors Union, is a labor organization within the meaning of Section 2, Subsection (5) of the Act.

(b) Seafarers' International Engine Division, a division of Seafarers' International Union of North America, affiliated with the American Federation of Labor, hereinafter called Seafarers Engine Division, is a labor organization within the meaning of Section 2, subsection (5) of the Act.



5. (a) Sailors Union is, and has been at all times herein mentioned, the exclusive representative for the purpose of collective bargaining with the Respondent, of all unlicensed personnel in the deck department of the Respondent's Pacific Coast oil tankers.

(b) Seafarers' Engine Division has been at all times herein mentioned the exclusive representative for the purpose of collective bargaining with the Respondent, of all unlicensed personnel in the engine department of the Respondent's Pacific Coast oil tankers.

6. The Respondent while engaged in the course and conduct of its business, as set out above, on or about October 1942, did refuse, and at all times since that date has refused, to permit duly authorized representatives of Sailors Union, and duly authorized representatives of Seafarers Engine Division to go aboard the Respondent's Pacific Coast oil tankers, and at all times herein mentioned has prevented such representatives from going aboard said vessels.

7. The Respondent, by the acts set forth in paragraph 6 above has interfered with, coerced and restrained, and is interfering with, coercing and restraining its employees in the exercise of rights guaranteed in Section 7 of the Act, and has thereby engaged in, and is thereby engaging in, unfair labor practices within the meaning of Section 8, subsection (1) of the Act.

8. The aforesaid acts of the Respondent set forth in paragraph 6 above constitute unfair labor

practices within the meaning of Section 8, subsection (1), and Section 2, subsections (6) and (7) of the Act.

9. The aforesaid acts of the Respondent, as set forth in paragraph 6 above, occurring in connection with the business operations of the Respondent as described herein above, have a close, intimate and substantial relation to trade, traffic and commerce among the several states and between the states of the United States and foreign countries, and tend to lead to labor disputes, burdening and obstructing commerce and the free flow of commerce.

Wherefore, the National Labor Relations Board on this 19th day of February 1943, issues its Complaint against Richfield Oil Corporation, Respondent herein.

[Seal]

E. J. EAGEN

Regional Director National  
Labor Relations Board

808 Post Office and Court  
House

Los Angeles, Cali-  
fornia.

## BOARD'S EXHIBIT No. 1-F

[Title of Board and Causes.]

## NOTICE OF HEARING

Please Take Notice that on the 4th day of March, 1943, at 10:30 A. M. in Room 808, U. S. Post office and Court House, Los Angeles, California, a hearing will be conducted before a duly designated Trial Examiner of the National Labor Relations Board on the allegations set forth in the Complaint attached hereto, at which time and place you will have the right to appear in person, or otherwise, and give testimony.

A copy of the Charges upon which the Complaint is based is attached hereto.

You are further notified that you have the right to file with the Regional Director for the Twenty-first Region, with offices at 808 U. S. Post Office and Court House, Los Angeles, California, acting in this matter as agent of the National Labor Board, an answer to the said Complaint, within ten (10) days from the service thereof.

Please Take Notice that duplicates of all exhibits which are offered in evidence will be required unless, pursuant to request or motion, the Trial Examiner in the exercise of his discretion and for good cause shown, directs that a given exhibit need not be duplicated.

In Witness Whereof the National Labor Relations Board has caused this, its Complaint and Notice of Hearing, to be signed by the Regional

Director for the Twenty-first Region on this 19th day of February, 1943.

[Seal]

ELWYN J. EAGEN

Director

National Labor Relations

Board 21st Region,

Los Angeles, California

---

BOARD'S EXHIBIT NO. 1-G

[Title of Board and Causes.]

AFFIDAVIT AS TO SERVICE

State of California

County of Los Angeles—ss.

I, Lee Smedley being duly sworn, depose and say that I am an employee of the National Labor Relations Board, in the 21st Region at Los Angeles, Cal.; on the 19th day of February, 1943, I served by postpaid registered mail, bearing Government frank, a copy of Complaint, Notice of Hearing and Charges to the following named persons, addressed to them at the following addresses:

Pacific Dist., Seafarers' Intl. Engine Division  
affil. Seafarers Intl. Union of No. America,  
AFL

110 Market St.

San Francisco

California

Richfield Oil Corporation

Richfield Building

Los Angeles, California

Sailors Union of the Pacific, AFL

110 Market St.

San Francisco, California

LEE SMEDLEY

Subscribed and sworn to before me this 19th  
day of February, 1943

MARION ANDERSON

Designated Agent, N.L.R.B.

---

BOARD'S EXHIBIT NO. 1-H

REGISTERED RECEIPTS OF COMPLAINT,  
NOTICE OF HEARING AND CHARGES

[Printer's Note: Boards Exhibit No. 1-H consists of three registered mail receipts and three return cards. Registered mail receipt No. 384808, dated Los Angeles, Calif., Feb. 19, 1943. Return card receipt for Registered mail No. 384808 is addressed to National Labor Relations Board, Los Angeles, Calif., and is signed by Richfield Oil Corp. by B. J. Sanders. Date of delivery, Feb. 22, 1943, Registered mail receipt No. 384809, dated Los Angeles, Calif., Feb. 19, 1943. Return card receipt for Registered mail No. 384809 is addressed to National Labor Relations Board, Los Angeles, Calif., and is signed by S.I.U., by T. O. Skinner. Date of delivery, 2-23, 1943. Registered mail receipt No. 384810, dated

Los Angeles, Calif., Feb. 19, 1943. Return card receipt for Registered mail No. 384810 is addressed to National Labor Relations Board, Los Angeles, Calif., and is signed by S.U.P., by T. O. Skinner. Date of delivery, 2-23, 1943.]

---

BOARD'S EXHIBIT No. 1-I

[Title of Board and Causes.]

ANSWER

Comes now Respondent Richfield Oil Corporation and for answer to the complaint herein in the above causes, admits, denies and alleges as follows :

I.

Admits the allegations contained in paragraph numbered 1 of the complaint.

II.

Admits the allegations contained in paragraph numbered 2 of the complaint.

III.

Admits the allegations contained in paragraph numbered 3 of the complaint.

IV.

Admits the allegations contained in paragraphs numbered 4 (a) and 4 (b) of the complaint.

## V.

Admits the allegations contained in paragraphs numbered 5 (a) and 5 (b) of the complaint.

## VI.

Admits the allegations contained in paragraph numbered 6 of the complaint.

## VII.

Denies each, every and all of the allegations contained in paragraph numbered 7 and in this connection specifically denies that Respondent has interfered with, coerced, and restrained, and is interfering with, coercing and restraining its employees in the exercise of rights guaranteed in Section 7 of the National Labor Relations Act, or other rights or at all, and further, specifically denies that Respondent's acts as alleged in paragraph 6 of the complaint constitute an unfair labor practice within the meaning of Section 8, Subsection (1) of the National Labor Relations Act, or otherwise, or at all.

## VIII.

Denies each, every and all of the allegations contained in paragraph numbered 8 of the complaint, and in this connection Respondent specifically denies that any of its acts as set forth in paragraph 6 of the complaint constitute unfair labor practices within the meaning of Section 8, Subsection (1), and Section 2, Subsections (6) and (7) of the National Labor Relations Act, or otherwise, or at all.



## IX.

Admits that Respondent's acts as set forth in paragraph 6 of the complaint occurred in connection with the business operations of Respondent and that such acts have a close and intimate relation to trade, traffic, and commerce among the several states and between the states of the United States and foreign countries, and except as herein expressly admitted, denies each, every and all of the allegations contained in paragraph numbered 9 of the complaint.

As a further and affirmative answer to the complaint herein, Respondent alleges:

## I.

That shortly after the declaration of war by the United States against Germany, Italy and Japan, Respondent resolved to cancel all existing passes to its ships as soon as existing contracts with Unions, including the Sailors' Union of the Pacific, would permit, and resolved further to refuse during the remainder of the period of the war to issue passes to any person or persons not in its employ; that such cancellation of passes was effected on or about the 15th day of February 1942 and that since that date Respondent has adhered to the policy of refusing passes to any and all persons indiscriminately.

## II.

That on or about the 20th day of February, 1942, Respondent was notified by the Regional Director of the National Labor Relations Board for the Twenty-First Region, in case No. XXI-C-2001 that



the National Maritime Union of America had filed a charge pursuant to Section 10(c) of the National Labor Relations Act alleging that this Respondent was engaging in unfair labor practices within the meaning of Section 8, Subsection (1) of the Act, by refusing permission to officers of said Union to visit vessels of this respondent and to talk with members of its Union on said vessels; that upon Respondent's showing that it had adopted a policy of not granting any passes to anyone for the period of the war, the Regional Director refused to issue a complaint and upon appeal, the National Labor Relations Board upheld him in so refusing.

### III.

That Respondent's policy of refusing to grant passes to any one was adopted for the sole purpose of promoting the war effort by safeguarding, not only the tank vessels, cargoes, and terminal facilities, but also safeguarding the lives of officers and men employed upon such vessels; that the establishing and carrying out of such policy is not an unfair labor practice within the meaning of Section 8 of the National Labor Relations Act, but on the contrary, is a reasonable exercise of the prudent judgment of Respondent in the conduct of its business and in its capacity as Agent of the War Shipping Administration.

### IV.

That this Respondent is informed and believes and therefore alleges that if it were to issue passes to representatives of the complaining Unions, it would

be an unfair labor practice to refuse similar passes to other labor representatives requesting the same, and Respondent would be required to issue passes indiscriminately to all labor representatives requesting the same, thereby increasing the number of persons having access to the vessels and port facilities, resulting in multiplying the possibilities of acts inimicable to the war effort and security of the personnel, the vessels, cargoes, and shore installations.

## V.

That to require this Respondent to issue passes would subject Respondent's vessels, their personnel and cargoes, and the port facilities to grave, unreasonable and wholly unnecessary hazards because of:

- (1) Negligent acts of pass holders likely to result in
  - (a) Fires and explosions;
  - (b) Personal injuries and death;
  - (c) Damage to or loss of vessels, cargoes and port facilities.
- (2) Increased hazards of tank ship loading and unloading of highly inflammable cargoes.
- (3) Lessening of efficiency of men on watch aboard through distraction from their duties, possibly resulting in——
  - (a) Admixture of products;
  - (b) Breaking of lines;
  - (c) Spilling inflammable products.

- (4) Facilitating the acquisition of information valuable to the enemy, such as:
  - (a) Vessel armament;
  - (b) Courses, destinations, routes;
  - (c) Cargoes;
  - (d) Ports of Call;
  - (e) Escort vessels, convoys, etc.
- (5) Facilitating sabotage, such as tampering with armament, machinery and equipment, and similar acts.
- (6) Lessening the efficiency of the port watch against sabotage and the approach of unauthorized persons and craft to the vessel and port facilities, through distraction from their duties.

## VI.

That to require this Respondent to issue passes would violate war time security and safety rules of the Captain of the Port, Los Angeles-Long Beach Harbor area, by giving access to Terminal facilities and vessels to persons whose presence is unnecessary.

## VII.

That to require this Respondent to issue passes would result in violation of Security Orders of the War Shipping Administration which require the strictest secrecy as to armament, courses, departures, destinations, cargoes, escort vessels, convoys, and the like, and which require that "visitors to piers and vessels should be limited to cases of absolute necessity."

## VIII.

That to require this Respondent to issue passes would violate the General Orders of the War Shipping Administration which require the utmost dispatch in the handling of the vessels and their cargoes.

## IX.

That to require this Respondent to issue passes would constitute a violation of the Statement of Policy agreed upon between the War Shipping Administration and various Unions, including the complaining Unions herein, which prohibits "crews' mass meetings, and crews' committee meetings, and other similar meetings aboard ship."

## X.

That Respondent is informed and believes and therefore alleges that the issuing of passes could only result in organization efforts, not only by the complaining Unions, but by rival Unions, leading to jurisdictional disputes and interference with the handling of the vessel and the vessel's business with the utmost dispatch, as required by orders of the War Shipping Administration.

## XI.

That tank vessels under the present war conditions constitute one of the most precious assets of our Nation and their protection demands the utmost diligence and care, and further, outweighs any mere inconvenience to individuals whether they be representatives of organized labor or representatives of the vessel owners.

## XII.

That Respondent is not operating its vessels merely as an owner in peace time but, on the contrary, is operating said vessels as Agent for and under the direction of the United States Government, acting by and through the War Shipping Administration; that the operation of said vessels under present exigencies, in fact, constitutes emergency operations, making it imperative to handle cargoes with the utmost dispatch, thereby greatly increasing the everyday hazards of loading and discharging and other port activities, making it necessary to take not only ordinary precautions but to take extraordinary precautions to safeguard the vessels, their invaluable personnel, the cargoes, and shore facilities.

## XIII.

That precautionary measures which under ordinary peace time conditions would be considered strict and technical, become commonplace and imperative under war time conditions.

Wherefore, this Respondent prays that the complaint issued herein be dismissed.

[Seal]

RICHFIELD OIL CORPORATION,

Respondent herein,

By CLEVE B. BONNER,

Its Secretary.

DAVID GUNTERT,

Attorney for Respondent.

State of California

County of Los Angeles—ss.

Cleve B. Bonner being first duly sworn, deposes and says: That he is an officer, to wit, secretary of Richfield Oil Corporation, Respondent herein; that he has read the foregoing Answer and knows the contents thereof; that the same is true of his own knowledge except as to matters which are therein stated on information and belief and that as to those matters he believes the same to be true.

CLEVE B. BONNER.

Subscribed and sworn to before me this 1st day of March, 1943.

[Seal]

CHAS. A. ROOT,

Notary Public in and for said County and State.

My Commission Expires Mar. 29, 1944.

---

[Title of Board and Causes.]

Messrs. Charles M. Ryan and Thomas C. Moore, for  
the Board.

Mr. David Guntert of Los Angeles, California, for  
the Respondent.

Mr. Harry Lundeborg of San Francisco, California,  
for the Unions.

## INTERMEDIATE REPORT.

### Statement of the Case.

Upon an amended charge duly filed by Sailors Union of the Pacific, affiliated with the American



Federation of Labor, and upon a charge duly filed by the Pacific District, Seafarers' International Engine Division, affiliated Seafarers' International Union of North America, affiliated with the American Federation of Labor, herein called the Unions, the National Labor Relations Board herein called the Board, by the Regional Director for the Twenty-first Region (Los Angeles, California,) issued its consolidated complaint<sup>1</sup> dated February 19, 1943, against the Richfield Oil Corporation, herein called the respondent, alleging that the respondent had engaged in and was engaging in unfair labor practices within the meaning of Section 8 (1) and Section 2 (6) and (7) of the National Labor Relations Act, 49 Stat. 449, herein called the Act.

With respect to the unfair labor practices, the consolidated complaint, as further amended at the hearing, alleged in substance that the respondent on or about October 1942, and at all times thereafter refused to permit the duly authorized representatives of the Unions to go aboard the respondent's Pacific Coast oil tankers, thereby interfering with, restraining, and coercing its employees in the exercise of the rights guaranteed in Section 7 of the Act.

Copies of the complaint, accompanied by notice of hearing were duly served upon the respondent and the charging Unions.

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(1) The Board on February 17, 1943, pursuant to Article II, Section 36 (b) of the Rules and Regulations, as amended, ordered the consolidation of the cases herein.

In its answer the respondent admitted refusing passes to the duly authorized representatives of the Unions but denied the alleged unfair labor practices and interposed several affirmative defenses to the allegations of unfair labor practices.

Pursuant to notice, a hearing was held on March 4, and 5, 1943, at Los Angeles, California, before James C. Batten, the undersigned Trial Examiner duly designated by the Chief Trial Examiner. The Board and the respondent were represented by counsel and the Unions by their representative. All parties participated in the hearing and were afforded full opportunity to be heard, to examine and cross-examine witnesses, and to introduce evidence bearing on the issues. During the course of the hearing, the Board's motion to amend the consolidated complaint was granted without objection on the part of the respondent.<sup>2</sup> At the conclusion of the hearing, the Board moved to conform the pleadings to the proof as to minor details. The motion was granted without objection.

At the conclusion of the hearing counsel for the Board and the respondent and the Unions' representative argued orally. The undersigned advised all parties that they might file briefs provided such briefs were submitted within 5 days from the close of the hearing. Briefs were filed by the Board and respondent and the Unions.

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(2) The motion to amend referred to paragraph 5 (b) of the complaint, by inserting after the words "Seafarers' Engine Division" the words "is and."



From the entire record thus made and from the undersigned's observation of the witnesses, the undersigned makes in addition to the above, the following:

### FINDINGS OF FACT.

#### I. The business of the respondent.

Richfield Oil Corporation is a Delaware corporation, authorized to do business in the State of California, with its principal place of business at Los Angeles, California. The respondent operates ocean-going oil tankers which transport its petroleum products between the various ports of the Pacific Coast and certain unidentified off-shore ports. The respondent's oil tankers are now under time charter with the War Shipping Administration, it acting as an agent of the Administration in the operation of the tankers:<sup>3</sup> The respondent admits that it is engaged in commerce within the meaning of the Act. The undersigned finds that the Richfield Oil Corporation is engaged in the operation of its oil tankers in traffic, transportation, and commerce among the several States on the Pacific Coast and certain unidentified off-shore ports, and that its employees thereon are directly engaged in such traffic, transportation, and commerce.

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(3) This war-time arrangement does not affect the respondent's control over the hire and tenure of its seamen or their conditions of employment. The respondent operates its tankers as usual, except for certain security restrictions promulgated by governmental agencies.

## II. The organizations involved.

Sailors Union of the Pacific, a division of Seafaring International Union of North America, is a labor organization affiliated with the American Federation of Labor. It admits to its membership the unlicensed personnel employed in the deck department on the respondent's oil tankers.

Seafarers' International Engine Division, a division of Seafarers' International Union of North America, is a labor organization affiliated with the American Federation of Labor. It admits to its membership the unlicensed personnel employed in the engine department on the respondent's oil tankers.

## III. Unfair labor practices.

### A. The issue and the contentions of the parties.

The complaint alleges and the respondent admits that the Unions are and have been at all times material herein, the exclusive representatives of the unlicensed deck and engine personnel on board the respondent's tankers and that the Unions were refused by the respondent passes for the purpose of access by their duly authorized representatives to go aboard the tankers. The sole question in the case is whether, as the complaint alleges, such refusal to grant access by the respondent interfered with, restrained, and coerced, and is interfering with, restraining, and coercing the respondent's unlicensed deck and engine personnel in their exercise of the rights guaranteed in Section 7 of the Act, thereby violating Section 8 (1) of the Act.

The Board contends under the circumstances of

the operations of the respondent, hereinafter related, a denial of passes to the Union's duly authorized representatives interferes with the right of the unlicensed deck and engine personnel to bargain collectively through representatives of their own choosing and to engage in concerted activities for their mutual aid and protection.

The Unions contend that since September 23, 1942, the date upon which the Unions were certified as the collective bargaining representatives for the unlicensed deck and engine personnel on respondent's tankers, they have sought passes for their representatives through direct negotiations, for the purpose of settling grievances on board the tankers. The Unions state that the refusal of access to respondent's tankers, denies to the unlicensed deck and engine personnel, who are unable to adequately adjust grievances, the right to have their own chosen representatives negotiate adjustments for them.

The respondent asserts that the denial of passes to its tankers, on a non-discriminatory basis, is not interference within the meaning of Section 8 (1) of the Act; that on December 7, 1941, as a precautionary measure to protect its tankers and personnel from unnecessary hazards, all passes to board its tankers were cancelled except those of the Unions and that upon the expiration of contracts with the Unions, the passes of the Union's representatives were cancelled; that to require the respondent to issue passes to the Union's representatives would violate the war security and safety regulations of the "Captain of the Port," Los Angeles,

Long Beach Harbor, the Security Orders of the "War Shipping Administration," and the Statement of Policy agreed upon between the "War Shipping Administration" and various unions, including the Unions herein, which prohibits "crews' mass meetings, crews' committee meetings, and other similar meetings aboard ship"; and finally that to require the respondent to grant passes to the representatives of the Unions here involved would force it to grant passes to representatives of all unions desirous of coming on board its tankers, in order to avoid charges of discrimination.<sup>4</sup>

B. Interference with the exercise of the rights guaranteed in Section 7 of the Act.

1. The necessity for the right of access<sup>5</sup>

In the exercise of the rights guaranteed in Section 7, the Act provides that "Employees shall have

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(4) The respondent's contention that the Regional Director's (Twenty-first) refusal, on February 20, 1942, to issue a complaint, upon a charge by the National Maritime Union, that respondent had denied passes for representatives is a bar to the present proceeding, is without merit, either upon the theory of estoppel or res judicata. It is noted that the National Maritime Union was not the duly authorized representative of the respondent's unlicensed seamen.

(5) The term "access" in the shipping industry means the boarding of vessels by union representatives, in order to ascertain whether or not seamen on board have grievances, to determine the validity of the alleged grievances, and to settle those possible of settlement with the proper officials on board the vessels.

the right to . . . bargain collectively through representatives of their own choosing, for the purpose of collective bargaining. . . .” Since it is obvious that grievances concern “conditions of work” within the meaning of Section 9 (a) of the Act, they are proper subjects for collective bargaining. It follows that Section 7 guaranteed employees the right to bargain collectively concerning grievances. The Unions herein are the collective bargaining representatives of all the unlicensed deck and engine personnel employed on the respondent’s tankers.<sup>6</sup> Therefore any interference by the respondent with the employees’ rights to bargain collectively concerning grievances through their duly designated representatives, the Unions, is proscribed by Section 8(1) of the Act.

In order to determine whether or not denial of passes to the representatives of the Unions for the purpose of obtaining access to respondent’s tankers to confer with the unlicensed deck and engine personnel thereon, interferes with the rights of these employees to bargain collectively through their duly chosen representatives concerning grievances, it is essential to give consideration to the operations of the respondent’s tankers and to the collective bargaining procedure in dealing with grievances in the tanker and shipping industry.

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(6) The Sailors Union of the Pacific and the Seafarers’ International Union were certified by the Board on September 23, 1942, as the exclusive representatives, respectively, of the unlicensed deck and unlicensed engine personnel on respondent’s tankers.



The respondent operates six ocean-going tankers which ply between Pacific Coast ports, including Seattle, Washington, Portland, Oregon, San Francisco, California, and the Los Angeles, California area (Long Beach, Wilmington, San Pedro and Terminal Island) and off-shore and foreign ports. The loading and discharging terminals in the Pacific Coast ports are in most instances located in the bay areas some distances from the shipping districts, requiring a round trip of from 1 hour to 3 hours to the Unions' office. Coast-wise trips require several days each way, and off-shore and foreign trips require substantially longer periods. Respondent's tankers spend approximately 30 hours discharging cargo and approximately 14 hours in loading a cargo.<sup>7</sup> The usual tanker crew on respondent's vessels comprises 38 men, 27 of them unlicensed personnel distributed as follows: 11 in the deck department, 9 in the engine department, and 8 in the steward's department. "Watches" are maintained for certain seamen while the tankers are in port, while certain other seamen work on miscellaneous jobs such as loading stores, painting and minor repairs. Watches are 4 hour shifts with 8 hours off duty between shifts. Approximately 1/3 of the unlicensed deck and engine personnel, except-

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(7) "Port time" as distinguished from discharging and loading time is calculated from the moment the tanker arrives in the harbor until it leaves the harbor; it does not indicate the elapsed time spent at the dock or *or* discharging or loading a cargo. On occasion tankers without docking discharge and load cargoes, either into lighters or from submarine outlets.

ing wipers in the engine room, are on duty at all times. The seamen working on the miscellaneous jobs work at irregular hours depending upon the "extra" work to be performed; the steward's hours of work in port, is determined largely by the number of seamen who eat their meals on the tankers. Stewards may enjoy shore leave only after meals have been served; unlicensed deck and engine personnel, who stand watch cannot be absent from the tanker more than 8 hours, including the time required by them to prepare for their departure and return and they cannot all leave the tanker simultaneously since their watches terminate at different times; those of the seamen who are working on miscellaneous jobs, because of the short time the tankers are at dock, cannot leave the tanker until their work is completed.<sup>8</sup> Although some of the tanker personnel have families and homes in various ports, while employed on the tankers their homes are actually on the vessels, for it is on board that they eat, sleep, and work. Moreover, even those who have homes can only visit them when the tankers happen to arrive in those ports in which the homes are located, and then only during the time normally allotted by the regular schedules of the tankers. The respondent employs approximately 165 unlicensed

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(8) At times the respondent employs "work parties" to perform the miscellaneous jobs on the tankers but when as now under war time conditions extra men are not available, the Captain delegates a part of the crew to perform this work.



seamen and as is usual in the shipping industry, there is a large turnover among this personnel.

The union representative in the shipping industry on the Pacific Coast who has access to vessels is known as a "patrolman."<sup>9</sup> When the vessel "docks" the patrolman boards the vessel in order to ascertain whether or not the crew on board have grievances. Is so the patrolman investigates and determines the validity of the alleged grievances and then proceeds to settle those possible of settlement with the master, mate, or the proper official on board the vessel. The patrolmen are experienced seamen and negotiators, whose jurisdiction includes all of the tankers which arrive in the port in which they are on duty.<sup>10</sup> The patrolman functions as follows: He boards the vessel immediately after it is moored to the dock, proceeds to the crews' quarters and confers with the ship's delegate representing the department, (deck, engine, and steward) who relates to the patrolman the various grievances, if any, concerning food, living conditions, or overtime pay which have arisen during the voyage.<sup>11</sup> The patrol-

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(9) In some ports known as a "shore delegate."

(10) The record shows that patrolmen are assigned to certain ports and where the performance of a patrolman's duty requires more than one in a port, each is assigned to handle all the vessels of certain companies thus limiting access to one patrolman.

(11) Grievances usually involve one or more of these basic conditions of work. The record indicates that approximately 90 per cent of the grievances reported are disposed of on board the vessel after access by the patrolman in conference with

man then interviews the allegedly aggrieved seaman and decides whether the grievance is meritorious, using as a guide his long experience and intimate knowledge of the nature of seaman's grievances, their attitude toward such grievances and the problems of the shipping industry. In most instances before deciding the merits of the grievances, the patrolman interviews others interested in its adjustment, including the master or other official aboard. If he decides it is a valid grievance the patrolman then attempts settlement with the master or proper official aboard the vessel. If these negotiations fail, the patrolman refers the grievance to the Union Port Committee on shore, who proceed to discuss the grievance with the respondent's shore officials. It is apparent that under this collective bargaining procedure providing for the prompt adjustment of grievances, which necessitates access, the seamen have complete opportunity to confer with their duly designated representatives who are well equipped by training and experience<sup>12</sup> to assess their grievances, and who are specialized negotiators.<sup>13</sup>

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the proper officials, who have the requisite authority to settle them. The balance of the grievances which are of a major nature are referred to the Union Port Committee, and such grievances constitute as a rule matters affecting the general standards to be applied to the crew as a whole.

(12) Patrolmen must have had, before selection to their positions, 3 years actual sea service.

(13) The refusal to issue passes to the Unions' representatives prevents the most effective sort of

By Section 7 of the Act, "employees shall have the right to self-organization, to form, join, or assist labor organizations . . . for the purpose of . . . mutual aid or protection." Interference, restraint or coercion in the exercise of their rights is also proscribed by Section 8 (1) of the Act. The rights

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collective action by the seamen. See *N.L.R.B. v. Cities Service Oil Co.*, 122 F. (2d) 149 (C.C.A. 2) where the Second Circuit, per Augustus N. Hand, J., said:

Ships, and particularly these oil tankers, which ordinarily remain in port for a day only, afford less opportunity for investigation of labor conditions than do factories where the employees go home every afternoon and have the evenings at their disposal. There is no cessation of work at the end of each day for seamen on a tanker. A large number of them are on watch, others are loading or discharging cargo; their hours for work and shore leave are different and, in the short time the vessel is in port, it is impossible for Union representatives to assemble the unlicensed personnel either on shore or on shipboard to discuss grievances or investigate conditions. Therefore, the Union must have the members of the crew readily accessible in order to work to any real advantage. Moreover, the complaints frequently relate to conditions on and even of the vessel itself.

It may be true that many, or even most, grievances are settled on the ship by the ship's committee without the intervention of the Union, but one of the prime objects of the Union is to afford the seamen advisors and negotiators who are not continually under the eye of the master and inclined through fear of untoward consequences to defer to his demands. Its advice as to major differences would naturally be needed and in many cases it cannot advise the personnel wisely without visiting the ship and seeing the conditions under which work is done and of which criticism is made.

thus guaranteed to employees against impairment by the employer include full freedom to the employees, upon request, to receive aid, advice and information from their chosen representatives. The issue, presented by the "mutual aid or protection" clause of the Act, is whether the respondent's denial of passes to the chosen representatives of the unlicensed deck and engine personnel, for the purpose of obtaining access to its tankers, under the circumstances of this case, interfered with, restrained, and coerced these employees in the exercise of their rights to obtain the aid of their chosen representatives.

It is unnecessary here to again state the details, hereinbefore related, which make ineffective collective bargaining through chosen representatives, where there is a denial of the right of access, except to note that substantially all of the factors making prohibitive effective bargaining procedure also prevent the unlicensed deck and engine personnel on respondent's tankers from participation in the exercise of their rights to "mutual aid or protection" through representatives chosen by them. Moreover, the denial of access, interferes with the aid and protection the seamen receive through burial and insurance benefits, of special importance during the war, an incident to their membership in the Unions, because of their inability to visit the Union's headquarters to pay current dues.<sup>14</sup>

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(14) The collection of dues and the distribution of the Unions' newspaper has been and now is considered by the Pacific Coast Shippers, who grant access, a proper form of aid to be given by the

The respondent by not permitting access to the Union's representatives to aid the unlicensed deck and engine personnel at their request, is exercising, "domination and control" over the efforts of these seamen to engage in "mutual aid and protection" thereby infringing upon Section 8 (1) of the Act. To hold otherwise would be, in effect, to exempt the respondent's tankers from the prohibitions of the Act. But Congress did not exclude the respondent's tankers from the operation of the Act, by implication or otherwise. Congress has declared that "the policy of the United States" shall be to remove obstructions to the free flow of commerce "by protecting the exercise by workers of full freedom of association, self-organization and designation of representatives of their own choosing, for the purpose of mutual aid or protection."

The undersigned finds that the denial of right of access to respondent's tankers, by the chosen representatives of the unlicensed deck and engine personnel prevents these seamen from exercising their rights to collective bargaining and to other mutual aid or protection.<sup>15</sup>

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representatives of the Unions. The respondent's contention that such representatives should not solicit seamen for membership in the Unions is well taken and such practice if persisted in should be grounds for the revocation of the passes of these representatives who engage in such activities.

(15) While the respondent does not clearly assert that other methods, than access, are available to the unlicensed deck and engine personnel to exercise their rights under Section 7, the record suggests the possibility of the seamen visiting union headquarters or of conferring with their represen-



2. Respondent's position—relation of the War to the exercise of the rights guaranteed in Section 7.

The respondent does not in fact, contend that

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tatives on shore where reports would be made of the grievances. The Court is the Cities Service Case, referring to alternative grievance procedures stated:

Respondents suggest that the so-called ship's committee consisting of three members of the crew chosen by the seamen can present complaints to the ship's officers and if the grievances are not settled thus, can report in person or mail statements to the Union of matters in dispute which the Union may then take up with the respondent's shore officials. But negotiations conducted in such a way would be slow and the men would lack the advantage of having their bargaining agent promptly acquainted with grievances by the seamen themselves and ready at once to negotiate with the shore officials. Moreover, so far as possible the men themselves should have the privilege of airing their individual complaints to their representatives, just as do employees whose work is on land. The suggestion that the Union representatives can be stationed on the dock, there investigate complaints by meeting members of the crew as they come off the ship and after thus learning the facts from seamen can then bargain with respondents' shore officials, is subject to the objection that the dock is manifestly no place for an adequate discussion of labor grievances. Even if, despite the inconvenience, the men were able to visit Union headquarters for such discussion of their grievances, they would not have the presence and backing of experienced bargaining representatives when presenting their claims to the ships' officers. Nor under such restrictions can there be adequate discussion by the delegate with the ships' officers of matters requiring explanation. See *N.L.R.B. v. Cities Service Oil Co.*, 122 F (2d) 149. (C.C.A. 2).

under peace time conditions it would be justified in refusing passes to the duly authorized representatives of its unlicensed deck and engine personnel for the purpose of access to its tankers, but asserts in its answer that the policy of refusing to grant passes to anyone was adopted for the sole purpose of promoting the War effort, by reducing the "grave, unreasonable and wholly unnecessary hazards" incident to non-employees boarding the tankers, and by complying with the war time security orders, rules, and regulations of "Captain of the Port," the "War Shipping Administration" and a "Statement of Policy" issued by the "War Shipping Administration."

Although the respondent considers that the presence of the duly authorized representatives of the unlicensed desk and engine personnel, would increase the hazards to which the tankers are normally exposed, it has not seen fit to exclude laundry agents, extra work parties, not members of the crew and in most instances "picked up", and several employees of the respondent whose presence on the tankers are not essential. In fact the record does not indicate that any individuals formerly permitted access have been denied that right except the Unions' representatives. At the present it is the almost universal practice of the shipping industry on the West Coast to grant access to the duly authorized representatives of their seamen, whether or not such right is provided for in collective bargaining contracts. Access during the War has been



granted to representatives to board all types of vessels, including oil tankers, and ships whose entire cargoes, include explosives and war supplies, as well as troops. Frequently the officials of Shipping companies and the military or naval authorities have requested representatives of the seamen to board vessels in order that grievances might be promptly adjusted. Thus, under war time conditions it appears that access is necessary. The respondent is practically alone in its fear of increased hazards from the presence of seamen's representatives on board vessels.<sup>16</sup>

The contention of the respondent that to grant access to the duly authorized representatives of the seamen would violate the war time security, orders, rules or regulations of the "Captain of the Port" (Coast Guard), the "War Shipping Administration" or any other Governmental agency is without merit. Of utmost significance is the fact that the Navy and the Coast Guard have provided the representatives of the respondent's unlicensed deck and engine personnel with the proper identification and

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(16) The Union's representatives who board tankers are men who are thoroughly familiar with conditions prevailing on such vessels, and with safety precautions which must be taken; more so it would appear, than others who are permitted to board the tankers. All docks, terminals, and vessels are now guarded by military or naval personnel. This security measure insures to the respondent the protection needed, by any increased hazards due to the War.

authority to enter restricted areas and to board tankers and vessels, including respondent's tankers, providing respondent issues its passes to the representatives. The War Shipping Administration in a "Statement of Policy" agreed to by the Unions, has stabilized for the duration, collective bargaining contracts which contain provisions for passes for authorized representatives of seamen, thus affording access.<sup>17</sup>

The undersigned does not believe that these contentions of the respondent are valid reasons for denying access.<sup>18</sup>

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(17) The respondent's allegation in its answer that the "visitors to piers and vessels should be limited to cases of absolute necessity," (Security Orders of the War Shipping Administration) and the prohibition of crews' mass meetings, crews' committee meetings, and other similar meetings aboard ships" (Statement of Policy, War Shipping Administration) does not refer to the duly authorized representatives of unlicensed deck and engine personnel, having access to transact business in conformity with the provisions of the Act. The respondent's admission that no official of any governmental agency has so interpreted these provisions and practices of the shipping industry on the Pacific Coast, would indicate that there is no basis for such position.

(18) The undersigned has given consideration to the various war-time safety laws and the duties and obligations of the Master on respondent's tankers and finds that neither the laws nor the duties of the Master in any way are at variance with the rights of the unlicensed deck and engine personnel to exercise their privileges under the Act.

### C. Concluding Findings.

In conclusion, the undersigned finds that respondent's unlicensed deck and engine personnel are in port for a short time with very little time ashore; that tanker terminals are usually located in port areas inaccessible to union headquarters; that collective bargaining procedures for the settlement of grievances, which do not involve access are in a practical sense unworkable, and do not afford the respondent's unlicensed deck and engine personnel the opportunity to bargain collectively concerning their grievances; that the refusal of respondent to issue passes to the duly authorized representatives of its unlicensed deck and engine personnel for the purpose of access, prevents these seamen from receiving aid, advice, and information through their duly chosen representatives; that procedure which involves access, for these purposes is prevalent today, and has long been in use in the West Coast shipping industry; that with access these representatives may investigate the nature of, assess the value of, and properly present grievances on behalf of these seamen and give to them the aid, advice and information essential for mutual protection; that without access, the respondent's unlicensed deck and engine personnel would be denied the benefits of essential rights, conferred upon them by the Act, providing for collective bargaining and other mutual aid through their duly chosen representatives.

It is plain from these findings and from the entire record, and the undersigned finds that the respondent by refusing to grant passes to the duly

designated representatives of its unlicensed deck and engine personnel in order that such representatives might confer with and aid such personnel on board respondent's tankers, has interfered with, restrained, and coerced, and by continuing such refusal is interfering with, restraining, and coercing its unlicensed deck and engine personnel in the exercise of the rights guaranteed them in Section 7 of the Act, and is thereby violating Section 8(1 ) of the Act.

#### IV. The effect of the unfair labor practices upon commerce.

The activities of the respondent set forth in Section III above, occurring in connection with the operations of the respondent described in Section I above, have a close, intimate, and substantial relation to trade, traffic, and commerce among the several States, and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

#### V. The remedy.

Since it has been found that the respondent has engaged in certain unfair labor practices, the undersigned will recommend that it cease and desist therefrom and take certain affirmative action designed to effectuate the policies of the Act.

The undersigned having found that the respondent has interfered with, restrained and coerced its unlicensed deck and engine personnel in the exercise of the right guaranteed in Section 7 by refusing to issue passes to its oil tankers to representatives

of the Sailors Union of the Pacific and the Seafarers' International Union of North America, the duly designated collective bargaining representatives of the respondent's unlicensed deck and engine personnel in order to make effective the guarantees of Section 7 of the Act, and thereby to minimize strife which burdens and obstructs commerce, and thus effectuate the policies of the Act, the undersigned will recommend that the respondent issue passes to the unlicensed deck and engine personnel's duly designated representatives of the Sailors Union of the Pacific and the Seafarers' International Union of North America, in order that they may board the respondent's oil tankers and confer with and aid the unlicensed deck and engine personnel thereon.

The respondent contends that if it grants passes to the Unions herein involved, it will also have to grant passes to all unions who demand such passes, to board its vessels, in order to avoid accusations of discrimination. Since the instant case does not involve any union jurisdictional problem and the question of discrimination is not now before the undersigned for decision, he does not decide it.

Upon the basis of the foregoing findings of fact and upon the entire record in this proceeding, the undersigned makes the following:

### CONCLUSIONS OF LAW

1. Sailors Union of the Pacific, a division of Seafarers' International Union of North America is a



labor organization within the meaning of Section 2 (5) of the Act.

2. Seafarers' International Engine Division, a division of Seafarers' International Union of North America, is a labor organization within the meaning of Section 2 (5) of the Act.

3. By interfering with, restraining and coercing its employees in the exercise of the rights guaranteed in Section 7 of the Act, the respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8 (1) of the Act.

4. The aforesaid unfair labor practices are unfair labor practices affecting commerce within the meaning of Section 2 (6) and (7) of the Act.

## RECOMMENDATIONS

Upon the basis of the foregoing findings of fact and conclusions of law, the undersigned recommends that the respondent, Richfield Oil Corporation, and its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Refusing to grant passes to representatives of the Sailors Union of the Pacific, a division of Seafarers' International Union of North America and Seafarers' International Engine Division, a division of Seafarer's International Union of North America, in order that such representatives may go aboard the respondent's vessels and confer with and aid the unlicensed deck and engine personnel thereon;

(b) Engaging in like or related acts or conduct interfering with, restraining or coercing its em-

ployees in the exercise of the right of self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing and to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection as guaranteed in Section 7 of the Act.

2. Take the following affirmative action which will effectuate the policies of the Act:

(a) Grant passes to the duly authorized representatives of the Sailors Union of the Pacific a division of Seafarers' International Union of North America and Seafarers' International Engine Division, a division of Seafarers' International Union of North America, to go aboard its vessels to confer with and aid the unlicensed deck and engine personnel;

(b) Post immediately in conspicuous places on its vessels for a period of at least sixty (60) consecutive days from the date of posting notices to the unlicensed deck and engine personnel, stating: (1) that the respondent will not engage in the conduct from which it is ordered to cease and desist in paragraph 1 (a) and (b); (2) that the respondent will take the affirmative action set forth in paragraph 2 (a) hereof;

(c) Notify the Regional Director for the Twenty-first Region in writing within ten (10) days from the receipt of the Intermediate Report what steps the respondent has taken to comply herewith.

It is further recommended that unless on or before ten (10) days from the receipt of this Inter-



mediate Report the respondent notifies said Regional Director in writing that it will comply with the foregoing recommendations, the National Labor Relations Board issue an order requiring the respondent to take the action aforesaid.

As provided in Section 33 of Article II of the Rules and Regulations of the National Labor Relations Board, Series 2—as amended, effective October 28, 1942—any party may within fifteen (15) days from the date of the entry of the order transferring the case to the Board, pursuant to Section 32 of Article II of said Rules and Regulations, file with the Board, Shoreham Building, Washington, D. C., an original and four copies of a statement in writing setting forth such exceptions to the Intermediate Report or to any other part of the record or proceeding (including rulings upon all motions or objections) as he relies upon, together with the original and four copies of a brief in support thereof. As further provided in said Section 33, should any party desire permission to argue orally before the Board, request therefor must be made in writing to the Board within ten (10) days from the date of the order transferring the case to the Board.

Dated: March 27, 1943.

JAMES C. BATTEN,  
Trial Examiner.

[Title of Board and Causes.]

ORDER TRANSFERRING CASE TO THE NA-  
TIONAL LABOR RELATIONS BOARD

A hearing in the above-entitled cases having been held before a duly designated Trial Examiner and the Intermediate Report of the said Trial Examiner, a copy of which is annexed hereto, having been filed with the Board in Washington,

It Is Hereby Ordered, pursuant to Article II, Section 32, of National Labor Relations Board Rules and Regulations—Series 2, as amended, that Case No. XXI—C-2248 be, and it hereby is, transferred to and continued before the Board as Case No. C-2568, and that Case No. XXI—C-2249 be, and it hereby is, transferred to and continued before the Board as Case No. C-2569.

Dated, Washington, D. C., March 31, 1943.

By direction of the Board:

[Seal]            JOHN H. LAWYER  
                         Chief, Order Section

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[Title of Board and Causes.]

EXCEPTIONS TO INTERMEDIATE  
REPORT

The respondent Richfield Oil Corporation hereby excepts to the Intermediate Report of James C. Batten, Trial Examiner, dated March 27, 1943, in the following particulars:

1. To so much of the Finding of Fact numbered I (footnote 3) which finds—"The respondent operates its tankers as usual,".

2. To Findings of Fact numbered III A, paragraph 1 thereof, appearing on page 1, lines 23-33, inclusive, to the extent that said Findings of Fact do not confine "exclusive representatives of the unlicensed deck and engine personnel on board the respondent's tankers" to matters of collective bargaining; and to the extent that "The sole question in the case" is not confined strictly to a matter of law.

3. To so much of the Findings of Fact numbered III A, paragraph 3 thereof appearing on page 3, which sets forth the contention of the unions that they have sought passes from respondent "for the purpose of settling grievances on board the tankers. The unions state that the refusal of access to respondent's tankers denies to the unlicensed deck and engine personnel, who are unable to adequately adjust grievances, the right to have their own chosen representatives negotiate adjustments for them."

4. To the Findings of Fact numbered III A, paragraph 4 thereof, appearing on pages 3 and 4, to the extent that such Findings of Fact do not completely state respondent's contentions.

5. To the Findings of Fact contained in footnote 4 on page 4 under Findings of Fact numbered III A and to each and every part thereof.

6. To the Findings of Fact contained in foot-

note 5 on page 4 under Findings of Fact numbered III B(1) and to each and every part thereof.

7. To the Findings of Fact contained in paragraphs 1 and 2 under Findings of Fact III B (1) in lines 15-37, inclusive, on page 4, and to each and every part thereof.

8. To so much of the third paragraph of Findings of Fact numbered III B(1) which finds that:

“the loading and discharging terminals in the Pacific Coast ports are in most instances located in the bay areas some distances from the shipping districts, requiring a round trip of from one hour to three hours to the unions’ office.”

and to so much thereof as finds that:

“Stewards may enjoy shore leave only after meals have been served; unlicensed deck and engine personnel, who stand watch, cannot be absent from the tanker for more than eight hours, including the time required by them to prepare for their departure and return, and they cannot all leave the tanker simultaneously since their watches terminate at different times.”

9. To so much of the Findings of Fact numbered III B (1) as is contained in the fourth paragraph appearing on page 5, lines 35-45, inclusive, and on page 6, lines 1-19, inclusive, and to each and every part thereof.

10. To Findings of Fact contained in footnote 10, appearing on page 5, under Findings of Fact numbered III B (1) and to each and every part thereof.

11. To Findings of Fact contained in footnote 11, appearing on page 6, under Findings of Fact numbered III B (1) and to each and every part thereof.

12. To Findings of Fact contained in footnote 13, appearing on page 6, under Findings of Fact numbered III B (1), and to each and every part thereof.

13. To Findings of Fact contained in paragraph 5 under Findings of Fact numbered III B (1), appearing on page 7, lines 1-14, inclusive, and to each and every part thereof.

14. To Findings of Fact contained in paragraph 6 under Findings of Fact numbered III B (1), appearing on page 7, lines 16-27, inclusive, and to each and every part thereof.

15. To Findings of Fact contained in footnote 14, appearing on page 7, under Findings of Fact numbered III B (1), and to each and every part thereof.

16. To Findings of Fact contained in footnote 15, appearing on pages 7 and 8, under Findings of Fact numbered III B (1), and to each and every part thereof.

17. To Findings of Fact contained in paragraph 7 under Findings of Fact numbered III B (1), appearing on page 7, lines 29-40, inclusive, and each and every part thereof.

18. To Findings of Fact contained in paragraph 8 under Findings of Fact numbered III B (1), appearing on page 7, lines 41-45, inclusive, and each and every part thereof.

19. To so much of paragraph 1 on page 8 under Findings of Fact numbered III B (2) which finds that:

“The Respondent does not in fact, contend that under peace time conditions it would be justified in refusing passes to the duly authorized representatives of its unlicensed deck and engine personnel for the purpose of access to its tankers,”

20. To Findings of Fact contained in paragraph 2 under Findings of Fact numbered III B (2), appearing on page 8, lines 16-33, inclusive, and on page 9, lines 1-3, inclusive, and each and every part thereof.

21. To Findings of Fact contained in footnote 16, appearing on page 9, under Findings of Fact numbered III B (2), and to each and every part thereof.

22. To Findings of Fact contained in paragraph 3 under Findings of Fact numbered III B (2), appearing on page 9, lines 5-17, inclusive, and to each and every part thereof.

23. To Findings of Fact contained in footnote 17, appearing on page 9, under Findings of Fact numbered III B (2), and to each and every part thereof.

24. To Findings of Fact contained in paragraph 4 under Findings of Fact numbered III B (2) appearing on page 10, lines 19-20, inclusive, reading:

“The undersigned does not believe that these



contentions of the respondent are valid reasons for denying access.”

25. To Findings of Fact contained in footnote 18, appearing on page 9, under Findings of Fact numbered III B (2), and to each and every part thereof.

26. To Findings of Fact contained in the first paragraph under Findings of Fact numbered III C appearing on page 9, lines 24-34, inclusive, and on page 10, lines 1-8, inclusive, and each and every part thereof.

27. To Findings of Fact contained in second paragraph under Findings of Fact numbered III C appearing on page 10, lines 10-17, inclusive, and to each and every part thereof.

28. To Findings of Fact contained in Findings of Fact numbered IV appearing on page 10, and to each and every part thereof.

29. To Findings of Fact contained in Findings of Fact numbered V, paragraph 1 thereof, appearing on page 10, and to each and every part thereof.

30. To Findings of Fact contained in Findings of Fact numbered V, paragraph 2 thereof, appearing on page 10, and to each and every part thereof.

31. To so much of the Finding of Fact contained in paragraph 3 of Finding of Fact numbered V on page 10, which finds that:

“Since the instant case does not involve any union jurisdictional problem and the question of discrimination is not now before the undersigned for decision, he does not decide it.”



32. To Conclusions of Law numbered 3 and 4 appearing on page 11, and to each and every part thereof.

33. To Recommendations numbered 1(a), 1(b), 2(a), 2(b), 2(c), and the additional Recommendation contained in lines 52-57, inclusive, on page 11 of the Intermediate Report and to each and every part thereof.

The following exception is taken to rulings of the Trial Examiner upon objections appearing in the record:

1. At page 90 of the record, to the overruling of respondent's objection to testimony concerning passes.

And for general exceptions, respondent states:

1. That the Trial Examiner was prejudiced, and offers in proof thereof the Intermediate Report as compared with the record.

2. That the Board has no jurisdiction over the subject matter of the complaint upon the several grounds set forth in respondent's brief filed herewith.

3. That respondent renews each and every of its objections stated in its answer appearing in the oral argument of respondent's counsel at pages 183-187, inclusive, of the record and set forth in its brief filed with the Trial Examiner.

Wherefore respondent respectfully prays that the complaint against it be dismissed and for such other and further relief as may be just and proper.

Dated at Los Angeles, California, this 9th day of April, 1943.

RICHFIELD OIL CORPORATION

By DAVID GUNTERT  
Its Attorney

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EXCEPTIONS TO INTERMEDIATE  
REPORT; GROUNDS OF OBJECTIONS

Respondent's exceptions to the Intermediate Report filed concurrently herewith are based primarily on the following general propositions:

A. The recommendations of the Trial Examiner are improper for the reason that the subject matter of the complaint is outside the jurisdiction of the Board and an order of the Board putting them into effect would be invalid.

B. The recommendations of the Trial Examiner are an attempt through "quasi-judicial legislation" to broaden the power of the National Labor Relations Board so that the Board may write terms and conditions of employment into the contract between this respondent and its employees.

C. The recommendations of the Trial Examiner are improper because they are based on a part only of the N.L.R.B. vs. Cities Service Oil Co. case, 122 Fed. (2d) 149, and directly in conflict with the remaining portion thereof. If any portion of that case is controlling, the remaining portions thereof are also controlling and to the extent that the recom-

mendations are in conflict therewith, they are contrary to law.

D. The recommendations of the Trial Examiner are improper because his findings of fact and conclusions of law, as well as his recommendations, are not based on substantial evidence.

E. If recommendation 1(a) were valid and proper, which we deny, recommendation 1(b) is not proper because it exceeds the power of the Board and is contrary to law.

F. Recommendation 2(a) is improper because it is an order of the Board directing respondent to do acts which the respondent is not required to do by the National Labor Relations Act, or otherwise.

G. Recommendation 2(b) is improper because it would require respondent to admit violations of the National Labor Relations Act of which the respondent is not guilty.

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At a stated term, to wit, The October Term 1942, of the United States Circuit Court of Appeals for the Ninth Circuit, held in the Court Room thereof, in the City and County of San Francisco, in the State of California, on Monday the second day of August in the year of our Lord one thousand nine hundred and forty-three.

Present:

Honorable Curtis D. Wilbur, Senior Circuit Judge, Presiding,

Honorable William Denman, Circuit Judge,

Honorable Albert Lee Stephens, Circuit Judge.

No. 10437

RICHFIELD OIL CORPORATION,

Petitioner,

vs.

NATIONAL LABOR RELATIONS BOARD,

Respondent.

ORDER DENYING MOTION TO AMEND  
DESIGNATION AND GRANTING MO-  
TION TO AMEND CERTIFICATION

Ordered (1) motion of respondent, filed July 20, 1943, to strike parts of petitioner's designation and (2) motion of petitioner filed July 21, 1943, to require Board to amend its certification of proceedings before the Board, argued by Mr. John Jennings, Regional Attorney, National Labor Relations Board, counsel for respondent, and by Mr. David Guntert, counsel for petitioner, and submitted to the Court for consideration and decision.

Upon consideration thereof, It Is Ordered that the grounds of the exceptions contained in respondent Richfield Oil Corporation's brief in support of exceptions to the Intermediate Report, dated April 9, 1943 be, and hereby are made a part of the certified transcript of record.

It Is Further Ordered that the motion of respondent National Labor Relations Board to strike parts of petitioner's designation be, and hereby is denied except that the portion of such designation as follows: "before the Regional Director of the Twenty-first Region" appearing in lines 21 and 22 of page 7 of such designation, be, and hereby is stricken.

United States of America  
Before the National Labor Relations Board

Case No. C-2568

In the Matter of

**RICHFIELD OIL CORPORATION**

and

**SAILORS UNION OF THE PACIFIC, A.F.L.**

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Case No. C-2569

In the Matter of

**RICHFIELD OIL CORPORATION**

and

**PACIFIC DIST. SEAFARERS' INTL. ENGINE  
DIVISION, affil. SEAFARERS' INTERNA-  
TIONAL UNION OF NORTH AMERICA,  
A.F.L.**

### **DECISION AND ORDER**

On March 27, 1943, the Trial Examiner issued his Intermediate Report in the above-entitled proceeding, finding that the respondent, Richfield Oil Corporation, had engaged in and was engaging in certain unfair labor practices and recommending that it cease and desist therefrom and take certain affirmative action as set out in the copy of the Intermediate Report attached hereto. Thereafter, the respondent filed exceptions to the Intermediate Report with a brief in support thereof. The Board has considered the rulings of the Trial Examiner

at the hearing and finds that no prejudicial error was committed. The rulings are hereby affirmed.

The Board has considered the Intermediate Report, the exceptions and brief, and the entire record in the case and hereby adopts the findings, conclusions, and recommendations of the Trial Examiner except as hereinafter modified:

1. The Trial Examiner has referred to the prevailing practice under which unions having access to vessels collect dues and distribute the organizations' trade papers to their members. We find that it is necessary to the mutual aid and protection of union members that they be enabled thereby to pay their union dues and receive their union trade papers on board the respondent's vessels, and that these activities are included within the necessary and appropriate scope of concerted activities as an incident to which we shall order passes to be issued. We emphasize in this connection, however, that we do not intend to require the respondent to permit the passes to be used for the solicitation of membership.

2. We shall order the respondent to issue passes to the Unions for the purposes of collective bargaining, for the discussion and presentation of grievances, and for other mutual aid and protection of the employees represented by the Unions, including the collection of dues and distribution of trade papers to union members, and providing that the respondent is not required to issue passes for the solicitation of membership. Upon consideration of the various wartime security laws and regulations



applicable to the instant case, and which the Trial Examiner also has considered, we find that our order, as described, does not require any conduct which is in derogation of such laws and regulations, of which would endanger the safety of the respondent's vessels or adversely affect discipline on board these vessels.<sup>1</sup>

### ORDER

Upon the entire record in the case, and pursuant to Section 10 (c) of the National Labor Relations Act, the National Labor Relations Board hereby orders that the respondent, Richfield Oil Corporation, Los Angeles, California, and its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Refusing to grant passes to representatives of the Sailors Union of the Pacific, a division of Seafarers' International Union of North America, and Seafarers' International Engine Division, a division of Seafarers' International Union of North America, in order that such representatives may go aboard the respondent's vessels for the purposes of collective bargaining, for the discussion and presentation of grievances, and for other mutual aid and protection of the employees represented by these Unions, including the collection of dues and distribution of trade papers to union members, provided, however, that the respondent is not required to issue passes for the solicitation of membership;

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<sup>1</sup>See Matter of The Texas Company, Marine Division and National Maritime Union, Port Arthur Branch, 42 N.L.R.B. 593, 604-607.

(b) Engaging in like or related acts or conduct interfering with, restraining, or coercing its employees in the exercise of the right of self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purposes of collective bargaining or other mutual aid or protection as guaranteed in Section 7 of the Act.

2. Take the following affirmative action which will effectuate the policies of the Act:

(a) Grant passes to the duly authorized representatives of the Sailors Union of the Pacific, a division of Seafarers' International Union of North America, and Seafarers' International Engine Division, a division of Seafarers' International Union of North America, to go aboard its vessels for the purposes of collective bargaining, for the discussion and presentation of grievances, and for other mutual aid and protection of the employees represented by the Unions, including the collection of dues and distribution of trade papers to union members, provided, however, that the respondent is not required to issue passes for the solicitation of membership;

(b) Post immediately in conspicuous places on its vessels, for a period of at least sixty (60) consecutive days from the date of posting, notices to the unlicensed deck and engine personnel, stating: (1) that the respondent will not engage in the conduct from which it is ordered to cease and desist in paragraphs 1 (a) and (b); (2) that the respondent

will take the affirmative action set forth in paragraph 2 (a) hereof;

(c) Notify the Regional Director for the Twenty-first Region in writing within ten (10) days from the date of this Order what steps the respondent has taken to comply herewith.

Signed at Washington, D. C., this 8 day of May 1943.

HARRY A. MILLIS

Chairman

GERARD D. REILLY

Member

JOHN M. HOUSTON

Member

(Seal)

NATIONAL LABOR RELATIONS BOARD

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[Printer's Note: Copy of Intermediate Report, attached to Decision and Order, is an exact duplicate of the Intermediate Report, set out in full at pages 24 to 48, Incl., of this printed record.]

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[Title of Board and Causes.]

AFFIDAVIT AS TO SERVICE

District of Columbia—ss:

I, Jack McCaleb being first duly sworn, on oath saith that I am one of the employees of the National Labor Relations Board, in the office of said

Board in Washington, D. C.; that on the 8th day of May, 1943, I mailed postpaid, bearing Government frank, by registered mail, a copy of the Decision and Order [and Intermediate Report] to the following named persons, addressed to them at the following addresses:

Sailors Union of the Pacific; Seafarers Intl.

Engine Division

Att: Harry Lundeborg

110 Market St.

San Francisco, California

Harry Lundeborg

59 Clay St.

San Francisco, California

Richfield Oil Corporation

Richfield Building

Los Angeles, California

David Guntert

555 South Flower St.

Los Angeles, California

/s/ JACK McCALEB

Subscribed and sworn to before me this 8th day of May 1943

(Seal)

KATHRYN B. HARRELL

Notary Public, D. C. My commission expires March 1, 1947.

In the United States Circuit Court of Appeals  
In and for the Ninth Circuit

No. 10437

RICHFIELD OIL CORPORATION,  
a corporation,

Petitioner,

vs.

NATIONAL LABOR RELATIONS BOARD,  
Respondent.

PETITION FOR REVIEW OF DECISION  
OF NATIONAL LABOR RELATIONS BOARD

To the Honorable, the Judges of the United  
States Circuit Court of Appeals for the Ninth Cir-  
cuit.

Comes Now, Richfield Oil Corporation, a corpora-  
tion, organized and existing under and by virtue  
of the laws of the State of Delaware, and believ-  
ing itself to be aggrieved by a certain decision and  
order issued on the 8th day of May, 1943, by the  
National Labor Relations Board (hereinafter some-  
times referred to as the "Board"), in the Consoli-  
dated proceeding entitled "In the Matter of Rich-  
field Oil Corporation and Sailors' Union of the Pa-  
cific," Case No. C-2568 (XXI-C-2248) and "In the  
Matter of Richfield Oil Corporation and Pacific  
Dist. Seafarers' Intl. Engine Division, affil. Sea-  
farers' International Union of North America,  
A.F.L." Case No. C-2569 (XXI-C-2249), files its

petition pursuant to the provisions of Section 10 of the Act of Congress of July 5, 1935 (Chapter 372, 49 Stat. 453, 29 USCA 151-166) known and cited as the National Labor Relations Act, respectfully asking this Honorable Court to review and set aside said order, and in support of its petition respectfully represents—

## I.

### JURISDICTION

1. That petitioner is, and at all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Delaware, having its home office and principal place of business in the city of Los Angeles, State of California. Petitioner owns and operates, and at all times herein mentioned has owned and operated, six tank steamships, hereinafter referred to as “tankers”, in interstate and foreign commerce.

2. That respondent is a public body known as the National Labor Relations Board, created pursuant to the Act of Congress of July 5, 1935, (Chapter 372, 49 Stat. 453, 29 USCA 151-166), hereinafter referred to as the National Labor Relations Act, or the “Act”; that said Board has an office and a Regional Director at Los Angeles, California, within the Ninth Circuit and within the jurisdiction of this Court.

3. That as will hereinafter more fully appear, the so-called unfair labor practices in which it is alleged in this proceeding that the petitioner has



been engaged, all occurred at or near Los Angeles, California, within the Ninth Circuit and within the jurisdiction of this Court.

4. That by reason of the matters alleged in paragraphs 1, 2 and 3 hereof, this Court has jurisdiction of this petition by virtue of section 10 (f) of the National Labor Relations Act, 49 USCA Section 160 (f).

## II.

### STATEMENT OF PROCEEDINGS

#### 1. Filing of Charges.

That on January 6, 1943, one Harry Lundeberg, acting for and on behalf of the Pacific District Seafarers' International Engine Division, affil. Seafarers' International Union of North America, A.F.L. (hereinafter sometimes referred to as the "Seafarers' Union"), filed with the regional director of the National Labor Relations Board at Los Angeles, California, (Case No. XXI-C-2249) charges to the effect that petitioner had engaged in, and was engaging in, unfair labor practices within the meaning of the Act concerning petitioner's unlicensed Engine Department personnel.

That on January 28, 1943, one Harry Lundeberg, acting for and on behalf of the Sailors' Union of the Pacific, A.F.L. (sometimes hereinafter referred to as "Sailors' Union") filed with the regional director of the National Labor Relations Board at Los Angeles, California, (Case No. XXI-C-2248) amended charges, to the effect that petitioner had engaged in, and was engaging in, unfair labor prac-

tices within the meaning of the Act concerning petitioner's unlicensed Deck Department personnel.

That on February 17, 1943, the Board, pursuant to Article II, Section 36 (b) of the Board's rules and regulations, as amended, ordered the consolidation of the above cases.

## 2. Complaint and Its Contents.

That thereafter and on February 19, 1943, the National Labor Relations Board, acting by and through its regional director for its Twenty-first Region issued a consolidated complaint (hereinafter referred to as the "complaint"), in substance alleging:

(a) That petitioner was a corporation engaged in producing, manufacturing, selling and distributing petroleum products and natural gas in the states of California, Washington, Oregon, Arizona, Nevada, and Idaho, and that petitioner in the course of said business, transported large quantities of petroleum products in interstate and foreign commerce via petitioner's tankers.

(b) That the Seafarers' Union and the Sailors' Union (hereinafter sometimes referred to jointly as the "complaining unions") were labor organizations within the meaning of Section 2, subsection (5) of the Act.

(c) That the complaining unions were the exclusive representatives for petitioner's unlicensed Deck Department personnel and unlicensed Engine Department personnel for the purpose of collective bargaining.

(d) That petitioner, since October 1942, refused to permit duly authorized representatives of the complaining unions to go aboard petitioner's tankers and that by such refusal, petitioner was interfering with, coercing and restraining its employees in the exercise of rights guaranteed by Section 7 of the Act and was thereby engaging in unfair labor practices affecting commerce within the meaning of Section 8, subsection (1) of the Act and Section 2, subsections (6) and (7) of the Act.

That concurrently with the issuance of said complaint, the Board, acting by and through its Regional Director for its Twenty-first Region, issued a notice of hearing, which said notice and the said complaint were served upon petitioner on February 22, 1943.

### 3. Answer and its Contents.

That thereafter and within the time prescribed for filing an answer, petitioner filed its answer admitting that it was a corporation engaged in interstate and foreign commerce, admitting that it had refused to grant passes to the complaining unions, but denying that such refusal was an unfair labor practice within the meaning of the Act, or otherwise. The petitioner's answer affirmatively alleged:

“As a Further and Affirmative Answer to the Complaint Herein, Respondent Alleges:

#### I.

“That shortly after the declaration of war by the United States against Germany, Italy and

Japan, Respondent resolved to cancel all existing passes to its ships as soon as existing contracts with Unions, including the Sailors' Union of the Pacific, would permit, and resolved further to refuse during the remainder of the period of the war to issue passes to any person or persons not in its employ; that such cancellation of passes was effected on or about the 15th day of February 1942 and that since that date Respondent has adhered to the policy of refusing passes to any and all persons indiscriminately.

## II.

“That on or about the 20th day of February, 1942, Respondent was notified by the Regional Director of the National Labor Relations Board for the Twenty-First Region, in case No. XXI-C-2001 that the National Maritime Union of America had filed a charge pursuant to Section 10(c) of the National Labor Relations Act alleging that this Respondent was engaging in unfair labor practices within the meaning of Section 8, Subsection (1) of the Act, by refusing permission to officers of said Union to visit vessels of this Respondent and to talk with members of its Union on said vessels; that upon Respondent's showing that it had adopted a policy of not granting any passes to anyone for the period of the war, the Regional Director refused to issue a complaint and upon appeal, the National Labor Relations Board upheld him in so refusing.

## III.

“That Respondent’s policy of refusing to grant passes to any one was adopted for the sole purpose of promoting the war effort by safeguarding, not only the tank vessels, cargoes, and terminal facilities, but also safeguarding the lives of officers and men employed upon such vessels; that the establishing and carrying out of such policy is not an unfair labor practice within the meaning of Section 8 of the National Labor Relations Act, but on the contrary, is a reasonable exercise of the prudent judgment of Respondent in the conduct of its business and in its capacity as Agent of the War Shipping Administration.

## IV.

“That this Respondent is informed and believes and therefore alleges that if it were to issue passes to representatives of the complaining Unions, it would be an unfair labor practice to refuse similar passes to other labor representatives requesting the same, and Respondent would be required to issue passes indiscriminately to all labor representatives requesting the same, thereby increasing the number of persons having access to the vessels and port facilities, resulting in multiplying the possibilities of acts inimicable to the war effort and security of the personnel, the vessels, cargoes, and shore installations.

## V.

“That to require this Respondent to issue passes would subject Respondent’s vessels, their personnel

and cargoes, and the port facilities to grave, unreasonable and wholly unnecessary hazards because of:

(1) Negligent acts of pass holders likely to result in

(a) Fires and explosions;

(b) Personal injuries and death;

(c) Damage to or loss of vessels, cargoes and port facilities.

“(2) Increased hazards of tank ship loading and unloading of highly inflammable cargoes.

“(3) Lessening of efficiency of men on watch aboard through distraction from their duties, possibly resulting in—

(a) Admixture of products;

(b) Breaking of lines;

(c) Spilling inflammable products.

“(4) Facilitating the acquisition of information valuable to the enemy, such as:

(a) Vessel armament;

(b) Courses, destinations, routes;

(c) Cargoes;

(d) Ports of Call;

(e) Escort vessels, convoys, etc.

“(5) Facilitating sabotage, such as tampering with armament, machinery and equipment, and similar acts.

“(6) Lessening the efficiency of the port watch against sabotage and the approach of unauthorized persons and craft to the vessel and port facilities, through distraction from their duties.



## VI.

“That to require this Respondent to issue passes would violate war time security and safety rules of the Captain of the Port, Los Angeles-Long Beach Harbor area, by giving access to Terminal facilities and vessels to persons whose presence is unnecessary.

## VII.

“That to require this Respondent to issue passes would result in violation of Security Orders of the War Shipping Administration which require the strictest secrecy as to armament, courses, departures, destinations, cargoes, escort vessels, convoys, and the like, and which require that ‘visitors to piers and vessels should be limited to cases of absolute necessity.’

## VIII.

“That to require this Respondent to issue passes would violate the General Orders of the War Shipping Administration which require the utmost dispatch in the handling of the vessels and their cargoes.

## IX.

“That to require this Respondent to issue passes would constitute a violation of the Statement of Policy agreed upon between the War Shipping Administration and various Unions, including the complaining Unions herein, which prohibits ‘crews’ mass meetings, crews’ committee meetings, and other similar meetings aboard ship.’

## X.

“That Respondent is informed and believes and therefore alleges that the issuing of passes could only result in organization efforts, not only by the complaining Unions, but by rival Unions, leading to jurisdictional disputes and interference with the handling of the vessel and the vessel’s business with the utmost dispatch, as required by orders of the War Shipping Administration.

## XI.

“That tank vessels under the present war conditions constitute one of the most precious assets of our Nation and their protection demands the utmost diligence and care, and further, outweighs any more inconvenience to individuals whether they be representatives of organized labor or representatives of the vessel owners.

## XII.

“That Respondent is not operating its vessels merely as an owner in peace time but, on the contrary, is operating said vessels as Agent for and under the direction of the United States Government, acting by and through the War Shipping Administration; that the operation of said vessels under present exigencies, in fact, constitutes emergency operations, making it imperative to handle cargoes with the utmost dispatch, thereby greatly increasing the every-day hazards of loading and discharging and other port activities, making it necessary to take not only ordinary precautions

but to take extraordinary precautions to safeguard the vessels, their invaluable personnel, the cargoes, and shore facilities.

### XIII.

“That precautionary measures which under ordinary peace time conditions would be considered strict and technical, become commonplace and imperative under war time conditions.”

#### 4. Proceedings Before the Trial Examiner.

That pursuant to said notice of hearing, said complaint came on for hearing at 10:30 a. m. on March 4, 1943, before James C. Batten, agent of the Board, designated by the Board as Trial Examiner for said hearing, and said hearing was held by said Trial Examiner on March 4th and 5th, 1943; that the Board appeared by its attorneys and offered evidence in support of the charges of the complaint, and the petitioner appeared by its attorney and offered evidence in refutation of such charges; that at the conclusion of said hearing, at the request of the Trial Examiner oral argument was had on behalf of the Board, on behalf of the complaining unions, and on behalf of the petitioner, and at the request of the Trial Examiner, briefs were filed on behalf of the Board, the complaining unions, and the petitioner.

That on March 27, 1943, James C. Batten filed his Intermediate Report in which he made Findings of Fact and Conclusions of Law that petitioner, by refusing to grant passes to representatives of the complaining unions so that they could board petitioner's tankers, was interfering with, coercing

and restraining its employees in the exercise of rights guaranteed by Section 7 of the Act and therefore petitioner was engaging in unfair labor practices affecting commerce within the meaning of Section 8, subsection (1), and Section 2, subsections (6) and (7) of the Act. Upon such Findings of Fact and Conclusions of Law the Trial Examiner made the following recommendations:

### Recommendations

“Upon the basis of the foregoing findings of fact and conclusions of law, the undersigned recommends that the respondent, Richfield Oil Corporation, and its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Refusing to grant passes to representatives of the Sailors Union of the Pacific a division of Seafarers' International Union of North America and Seafarers' International Engine Division, a division of Seafarers' International Union of North America, in order that such representatives may go aboard the respondent's vessels and confer with and aid the unlicensed deck and engine personnel thereon;

(b) Engaging in like or related acts or conduct in interfering with, restraining or coercing its employees in the exercise of the right of self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing and to engage in concerted activities for the purpose of collective bargaining or

other mutual aid or protection as guaranteed in Section 7 of the Act.

2. Take the following affirmative action which will effectuate the policies of the Act.

(a) Grant passes to the duly authorized representatives of the Sailors Union of the Pacific a division of seafarers' International Union of North America and Seafarers' International Engine Division, a division of Seafarers' International Union of North America, to go aboard its vessels to confer with and aid the unlicensed deck and engine personnel;

(b) Post immediately in conspicuous places on its vessels for a period of at least sixty (60) consecutive days from the date of posting notices to the unlicensed deck and engine personnel, stating: (1) that the respondent will not engage in the conduct from which it is ordered to cease and desist in paragraph 1 (a) and (b); (2) that the respondent will take the affirmative action set forth in paragraph 2 (a) hereof;

(c) Notify the Regional Director for the Twenty-first Region in writing within ten (10) days from the receipt of the Intermediate Report what steps the respondent has taken to comply herewith.

"It is further recommended that unless on or before ten (10) days from the receipt of this Intermediate Report the respondent notifies said Regional Director in writing that it will comply with the foregoing recommendations, the National Labor Relations Board issue an order requiring the respondent to take the action aforesaid."



A true copy of the Intermediate Report is attached hereto, marked Petitioner's Exhibit "A" and by this reference made a part hereof.

5. Proceedings before the Board.

That on March 31, 1943, John E. Lawyer, chief of the Order Section of the National Labor Relations Board, entered the following Order:

"It is hereby ordered, pursuant to Article II, Section 32, of National Labor Relations Board Rules and Regulations—Series 2, as amended, that Case No. XXI-C-2248 be, and it hereby is, transferred to and continued before the Board as Case No. C-2568, and that Case No. XXI-C-2249, be, and it hereby is, transferred to and continued before the Board as Case No. C-2569."

That copy of such Intermediate Report and said Order were received by petitioner on April 2, 1943; that thereafter petitioner duly served on the Board an original and four copies of its Exceptions to the Intermediate Report, and an original and four copies of a Brief in support thereof, as required by Article II, Section 32 of the Rules and Regulations of the National Labor Relations Board, Series 2, as amended, effective October 28, 1942, and notified the Regional Director in writing of such action.

6. Decision and Order of the Board.

That thereafter on May 8, 1943, the Board entered its Decision and Order, which Decision and Order were received by petitioner on May 11, 1943. That in said Order the Board stated that it had reviewed the rulings of the Trial Examiner, found no



prejudicial error, and affirmed said rulings; that the Board had considered the Intermediate Report, the Exceptions and Brief, and the entire record and that the Board adopted the Findings, Conclusions and Recommendations of the Trial Examiner, except as follows:

“1. The Trial Examiner has referred to the prevailing practice under which unions having access to vessels collect dues and distribute the organizations’ trade papers to their members. We find that it is necessary to the mutual aid and protection of union members that they be enabled thereby to pay their union dues and receive their union trade papers on board the respondent’s vessels, and that these activities are included within the necessary and appropriate scope of concerted activities as an incident to which we shall order passes to be issued. We emphasize in this connection, however, that we do not intend to require the respondent to permit the passes to be used for the solicitation of membership.

“2. We shall order the respondent to issue passes to the Unions for the purposes of collective bargaining, for the discussion and presentation of grievances, and for other mutual aid and protection of the employees represented by the Unions, including the collection of dues and distribution of trade papers to union members, and providing that the respondent is not required to issue passes for the solicitation of membership. Upon consideration of the various wartime security laws and regulations applicable to the instant case, and which

the Trial Examiner also has considered, we find that our order, as described, does not require any conduct which is in derogation of such laws and regulations, or which would endanger the safety of the respondent's vessels or adversely affect discipline on board these vessels. (See Matter of The Texas Company, Marine Division and National Maritime Union, Port Arthur Branch, 42 N.L.R.B. 593, 604-607).'' That said Order of the Board required petitioner to:

''1. Cease and desist from:

(a) Refusing to grant passes to representatives of the Sailors Union of the Pacific, a division of Seafarers' International Union of North America, and Seafarers' International Engine Division, a division of Seafarers' International Union of North America, in order that such representatives may go aboard the respondent's vessels for the purposes of collective bargaining, for the discussion and presentation of grievances, and for other mutual aid and protection of the employees represented by these Unions, including the collection of dues and distribution of trade papers to union members, provided, however, that the respondent is not required to issue passes for the solicitation of membership;

''(b) Engaging in like or related acts or conduct interfering with, restraining, or coercing its employees in the exercise of the right of self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in concerted

activities for the purposes of collective bargaining or other mutual aid or protection as guaranteed in Section 7 of the Act.

“2. Take the following affirmative action which will effectuate the policies of the Act:

(a) Grant passes to the duly authorized representatives of the Sailors Union of the Pacific, a division of Seafarers' International Union of North America, and Seafarers' International Engine Division, a division of Seafarers' International Union of North America, to go aboard its vessels for the purposes of collective bargaining, for the discussion and presentation of grievances, and for other mutual aid and protection of the employees represented by the Unions, including the collection of dues and distribution of trade papers to union members, provided, however, that the respondent is not required to issue passes for the solicitation of membership;

“(b) Post immediately in conspicuous places on its vessels, for a period of at least sixty (60) consecutive days from the date of posting, notices to the unlicensed deck and engine personnel, stating: (1) that the respondent will not engage in the conduct from which it is ordered to cease and desist in paragraphs 1 (a) and (b); (2) that the respondent will take the affirmative action set forth in paragraph 2 (a) hereof;

“(c) Notify the Regional Director for the Twenty-first Region in writing within ten (10) days from the date of this Order what steps the respondent has taken to comply herewith.”

A true copy of said Decision and Order is attached hereto, marked Petitioner's Exhibit "B" and by this reference made a part hereof.

7. Petitioner's Reasons for Non-Compliance.

That upon receipt of the Decision and Order aforesaid petitioner considered the same carefully and within the said ten day period filed with the Regional Director of the Board at Los Angeles, California, a statement in writing setting forth the following reasons for non-compliance:

(a) The subject matter of the complaint is beyond the jurisdiction and power of the Board and therefore its Order is invalid.

(b) The Board's Findings of Fact as to unfair labor practices, upon which the Board's Decision and Order are predicated, are not supported by adequate or substantial evidence and the evidence affords no reasonable basis therefor.

(c) There is no legal basis for the conclusions of Law upon which the Board's Order is predicated.

(d) The Board's Conclusions are contrary to law and even if they were not, the Board's Order based thereon is too broad.

(e) To comply with the Order of the Board, petitioner would be required to publicly admit in effect that it had committed acts which are unfair labor practices under the National Labor Relations Act, when, in fact, the acts alleged in the complaint are not unfair labor practices.

(f) To comply with the Order of the Board, petitioner would be required to publicly admit in

effect the commission of acts in violation of the Act when, in fact, such acts were neither committed nor even mentioned in the complaint.

### III.

#### SPECIFICATIONS OF ERRORS RELIED UPON

The Board's Order is erroneous and beyond the power and jurisdiction of the Board and in contravention of the National Labor Relations Act and of the Constitution of the United States and void, and of no effect, and should be annulled and set aside by this Honorable Court for the following reasons which are hereby assigned as errors:

1. The Board's Findings of Fact as to unfair labor practices on the part of petitioner are not supported by adequate or substantial evidence.

2. The evidence affords no reasonable basis for the conclusions of the Board as embraced in its Findings of Fact and Conclusions of Law, that there were unfair labor practices on the part of petitioner.

3. It was error for the Board to make Conclusions of Law upon which its Order was based that this petitioner has engaged in and is engaging in unfair labor practices within the meaning of Section 8 (1) of the Act affecting commerce within the meaning of Section 2 (6) and (7) of the Act by interfering with, restraining and coercing its employees in the exercise of the rights guaranteed in Section 7 of the Act, because

- (a) Section 7 of the Act does not require the in-



clusion in a collective bargaining agreement of any particular term or condition of employment.

(b) Whether or not passes should be issued to representatives of the complaining unions is a term or condition of employment to be included in or excluded from a contract between the employer and its employees, depending upon agreement, and therefore it is properly the subject matter of collective bargaining, and upon failure of agreement concerning the inclusion or exclusion thereof, will constitute a dispute subject to settlement under the procedure established by the President's Executive Order No. 9017 of January 12, 1942.

(c) The procedure to be followed in settling grievances and in collecting dues upon the vessels is also properly the subject matter of collective bargaining and upon failure of agreement, will constitute disputes subject to settlement under the procedure established by said Executive Order No. 9017.

(d) Section 7 of the Act does not guarantee to the complaining unions a particular mode or method of grievance procedure and dues collecting procedure to be determined by them and ordered by the Board upon the failure of the employer to agree, nor does it guarantee to the complaining unions free access to petitioner's vessels during wartime conditions for the purpose of transacting union business.

4. The Board's Order goes beyond the Board's power and jurisdiction under the Act and contravenes the constitution of the United States by denying due process of law to petitioner, because



(a) The subject matter of the complaint is outside the jurisdiction and power of the Board and is a matter of collective bargaining between the employer and employees.

(b) The Board by its Order is prescribing terms and conditions of employment by establishing grievance procedure and dues collecting procedure and substituting its judgment for the judgment of the employer in these matters, thereby destroying petitioner's right to bargain with the representatives of its employees.

(c) The Board by its Order is enlarging its jurisdiction and overruling and setting aside decisions of the courts of the United States in that it has adopted as controlling a portion of the decision in *NLRB vs. The Cities Service Oil Company*, 122 Fed. (2d) 149, C.C.A. 2, and overruled and set aside the remaining portion of said decision.

(d) The Board by its Order is overruling and annulling decisions of the courts of the United States by ordering petitioner to cease and desist from doing acts not alleged in the complaint or even intimated in the evidence contrary to the law laid down by the several courts of the United States.

(e) The Board by its Order is exceeding the limits of its authority as established by the Act and the decisions of the several courts of the United States by ordering this petitioner to publicly admit the commission of acts prohibited by the National Labor Relations Act when, in fact, peti-

tioner was not guilty thereof and no such charge was made in the complaint and no evidence was introduced to show the same or from which they could be inferred.

5. It was error for the Board to base its Findings of Fact, upon which the Decision and Order of the Board are predicated, upon only a part of the evidence and totally disregard and put aside all other undisputed evidence.

6. The Board was in error in issuing its Order based on Findings of Fact and Conclusions of Law that the failure to issue passes to representatives of the complaining unions constitutes an unfair labor practice within the meaning of the National Labor Relations Act.

7. The sole issue before the Board was the question of whether or not as a matter of law the refusal of petitioner to issue passes to representatives of the complaining unions interfered with, coerced and restrained petitioner's employees in the exercise of their right to self organization, to form, join or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purpose of collective bargaining, or other mutual aid or protection, and the Board has failed to apply the governing principles of law.

8. The Board erred in concluding, as embraced in its Findings of Fact, that because the collective bargaining agreements with other shipowners contained provisions for issuing passes, that passes to union representatives are necessary to the enjoyment

by employees of the benefits of Section 7 of the Act, and that the refusal by petitioner to issue passes constituted interference, coercion, and restraint upon its employees in the exercise of such rights, and, therefore, an unfair labor practice within the meaning of Section 8 (1) of the Act.

9. The Board erred in concluding, as embraced in its Findings of Fact, that the petitioner by not issuing passes to representatives of the complaining unions was exercising "domination and control" over the efforts of its employees to engage in "mutual aid and protection."

10. It was error for the Board to rely upon *NLRB vs. The Cities Service Company*, *supra*, for the proposition that passes were necessary to the enjoyment by employees of their rights under Section 7 of the Act because, even if the holding in the *Cities Service* case on that point were correct, it is no longer effective because Executive Order No. 9017 of January 12, 1942, set up a procedure under which the dispute between an employer and the representatives of its employees concerning the issuance of passes will be determined on its merits by the National War Labor Board. There can no longer be any reason for holding that the refusal to issue passes without discrimination is an unfair labor practice.

#### IV.

#### PRAYER

Wherefore, your petitioner, Richfield Oil Corporation, petitions this Honorable Court for a re-

view of the aforementioned Order of the National Labor Relations Board issued on May 8, 1943, and respectfully prays:

1. That the Board may be required in conformity with law to certify for filing in this court a transcript of the entire record in the aforementioned proceedings, including pleadings and testimony upon which said Order was entered and including the Intermediate Report, Exceptions thereto with supporting brief, and the Decision and Order of the Board.

2. That if it is desired that additional testimony be taken, that request should be made herein.

3. That the proceedings before the Trial Examiner and the Board as set forth in said transcript be reviewed by this Honorable Court and that said Order be set aside, vacated and annulled, and that the respondent be ordered to dismiss its complaint against petitioner.

4. That this Honorable Court exercise its jurisdiction over the parties and the subject matter of this petition and restrain the Board from enforcing its said Decision and Order pending a final determination of this petition.

5. That this Honorable Court exercise its jurisdiction over the parties and the subject matter of this petition and grant to the petitioner such other and further relief in the premises as the rights and equities in the cause may require.

Dated this 14th day of May, 1943.

RICHFIELD OIL CORPORATION

By A. M. KELLEY

Its Vice President

DAVID GUNTERT

Attorney for Petitioner

State of California

County of Los Angeles—ss.

A. M. Kelley, being first duly sworn on oath, deposes and says that he is an officer, to wit, Vice President of Richfield Oil Corporation, that he has read the foregoing Petition subscribed by him on behalf of said corporation, and has knowledge of the contents thereof, and further, on oath says that the statements made in said Petition are true to the best of his knowledge and belief and that the reason that this verification is not made by Richfield Oil Corporation in person is that the said Richfield Oil Corporation is a corporation, and that this verification is made on its behalf by its authority.

A. M. KELLEY

Subscribed and sworn to before me this 14 day of May, 1943

[Seal]

R. A. HARBAUGH

Notary Public in and for said County and State.

My Commission Expires Mar. 5, 1947

[Endorsed]: Filed May 17, 1943. Paul P. O'Brien, Clerk.

[Printer's Note: Petitioner's Exhibit "A," a true copy of the Intermediate Report, is an exact duplicate of the Intermediate Report set out in full at pages 24 to 48, incl., of this printed Record. Petitioner's Exhibit B, a true copy of the Decision and Order, is an exact duplicate of the Decision and Order set out at pages 59 to 63, incl., of this printed record.]

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[Title of Circuit Court of Appeals and Cause.]

ANSWER OF THE NATIONAL LABOR RELATIONS BOARD TO PETITION FOR REVIEW OF ITS ORDER AND REQUEST FOR ENFORCEMENT OF SAID ORDER

To the Honorable, the Judges of the United States  
Circuit Court of Appeals for the Ninth Circuit:

Comes now the National Labor Relations Board, herein called the Board, and pursuant to the National Labor Relations Act (49 Stat. 449, c. 372, 29 U.S.C., Sec. 151, et seq.), hereinafter called the Act, files this answer to the petition to review and set aside an order issued by the Board against the Richfield Oil Corporation, petitioner herein, and the Board's request for enforcement of its said order.

(1) The Board admits the allegations contained in Section I of the Petition for Review.

(2) Answering the allegations contained in Section II, of the Petition for Review, the Board prays reference to the certified transcript of the record, filed herein, of the proceedings heretofore



had herein, for a full and exact statement of the pleadings, evidence, findings of fact, conclusions of law, and order of the Board, and all other proceedings had in this matter.

(3) Answering the allegations contained in Section III of the Petition for Review, the Board denies each and every allegation therein contained.

(4) Further answering, the Board avers that the proceedings had before it, the findings of fact, conclusions of law, and order of the Board, were and are in all respects valid and proper under the Act.

Wherefore, having answered each and every allegation contained in the Petition for Review, the Board respectfully prays this Honorable Court that said petition be denied insofar as it prays that the Board's order be set aside and that petitioner shall have other and further relief.

Further answering, the Board, pursuant to Section 10 (e) and (f) of the Act, respectfully requests this Honorable Court for the enforcement of its order, issued against petitioner on May 8, 1943, in the consolidated proceeding designated on the records of the Board as Cases Nos. C-2568 and C-2569, entitled "In the Matter of Richfield Oil Corporation and Sailors Union of the Pacific, A.F.L., and in the Matter of Richfield Oil Corporation and Pacific Dist. Seafarers' Int. Engine Division, affiliated with the Seafarers' International Union of North America, A.F.L."

In support of this request for enforcement of its order, the Board respectfully shows:

(a) Petitioner, a Delaware corporation, has its principal place of business in Los Angeles, California, within this judicial circuit. This Court has jurisdiction of the Petition for Review herein and of this request for enforcement by virtue of Section 10 (e) and (f) of the Act.

(b) Upon proceedings had in said matter, as more fully shown by the entire record thereof, certified by the Board and filed with this Court herein, to which reference is hereby made, and including without limitation a complaint, answer, hearing for the purpose of taking testimony and receiving other evidence, Trial Examiner's report and exceptions filed thereto, as more fully shown by the certified record filed herewith, the Board on May 8, 1943, duly stated its findings of fact and conclusions of law, and issued its order directed to petitioner, its officers, agents, successors, and assigns.

The aforesaid order provides as follows:

### ORDER

Upon the entire record in the case, and pursuant to Section 10 (c) of the National Labor Relations Act, the National Labor Relations Board hereby orders that the respondent, Richfield Oil Corporation, Los Angeles, California, and its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

- (a) Refusing to grant passes to representatives of the Sailors Union of the Pacific, a

division of Seafarers' International Union of North America, and Seafarers' International Engine Division, a division of Seafarers' International Union of North America, in order that such representatives may go aboard the respondent's vessels for the purposes of collective bargaining, for the discussion and presentation of grievances, and for other mutual aid and protection of the employees represented by these Unions, including the collection of dues and distribution of trade papers to union members, provided, however, that the respondent is not required to issue passes for the solicitation of membership;

(b) Engaging in like or related acts or conduct interfering with, restraining, or coercing its employees in the exercise of the right of self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purposes of collective bargaining or other mutual aid or protection as guaranteed in Section 7 of the Act.

2. Take the following affirmative action which will effectuate the policies of the Act.

(a) Grant passes to the duly authorized representatives of the Sailors Union of the Pacific, a division of Seafarers' International Union of North America, and Seafarers' International Engine Division, a division of Seafarers' International Union of North America,

to go aboard its vessels for the purposes of collective bargaining, for the discussion and presentation of grievances, and for other mutual aid and protection of the employees represented by the Unions, including the collection of dues and distribution of trade papers to union members, provided, however, that the respondent is not required to issue passes for the solicitation of membership;

(b) Post immediately in conspicuous places on its vessels, for a period of at least sixty (60) consecutive days from the date of posting, notices to the unlicensed deck and engine personnel, stating: (1) that the respondent will not engage in the conduct from which it is ordered to cease and desist in paragraphs 1 (a) and (b); (2) that the respondent will take the affirmative action set forth in paragraph 2 (a) hereof;

(c) Notify the Regional Director for the Twenty-first Region in writing within ten (10) days from the date of this Order what steps the respondent has taken to comply herewith.

(c) On May 8, 1943, the Board's Decision and Order was duly served upon petitioner and all other parties.

(d) Pursuant to Section 10 (e) and (f) of the Act, the Board has certified and filed with this Court a transcript of the entire record in the proceeding.

Wherefore, the Board prays this Honorable Court

that it cause notice of the filing of this answer and request for enforcement, and the filing of the certified transcript of the entire record in said proceeding, to be served upon petitioner, and that this Court take jurisdiction of the proceedings and of the questions to be determined therein, and make and enter upon the pleadings, evidence, and proceedings set forth in the entire record of said proceeding, and upon the order made thereupon, set forth hereinabove, a decree denying the petition to review and set aside, and enforcing in whole said order of the Board, issued on May 8, 1943, and requiring petitioner and its officers, agents, successors, and assigns to comply therewith.

NATIONAL LABOR RELATIONS BOARD

By ERNEST A. GROSS

Associate General Counsel.

Dated at Washington, D. C., this 5th day of June 1943.

District of Columbia—ss.

Ernest A. Gross, being first duly sworn, states that he is Associate General Counsel of the National Labor Relations Board, and that he is authorized to and does make this verification on behalf of said Board; that he has read the foregoing answer and has knowledge of the contents thereof; and that the statements made therein are true to the best of his knowledge, information, and belief.

ERNEST A. GROSS

Associate General Counsel

Subscribed and sworn to before me this 5th day  
of June 1943.

[Seal]

JOHN E. LAWYER

Notary Public, District of Columbia

My Commission Expires August 31, 1944.

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Before the National Labor Relations Board  
Twenty-First Region

Case No. XXI-C-2248

In the Matter of

RICHFIELD OIL CORPORATION

and

SAILORS UNION OF THE PACIFIC, A. F. L.

Case No. XXI-C-2249

In the Matter of

RICHFIELD OIL CORPORATION

and

PACIFIC DIST., SEAFARERS' INTL. ENGINE  
DIVISION, affiliated with Seafarers Interna-  
tional Union of North America, A. F. L.

Room 808, United States Post Office  
and Court House Building,  
Spring, Temple and Main Streets,  
Los Angeles, California,

Thursday, March 4, 1943.

The above-entitled matter came on for hearing,  
pursuant to notice, at 10:00 o'clock a. m.



Before:

James C. Batten,  
Trial Examiner.

Appearances:

Charles M. Ryan and  
Thomas C. Moore,  
Attorneys for the National Labor Relations  
Board. [1\*]

David Guntert,  
555 South Flower Street, Los Angeles,  
California, appearing for Richfield Oil  
Corporation.

Harry Lundberg,  
59 Clay Street, San Francisco, California,  
appearing on behalf of Sailors Union of  
the Pacific and Seafarers International  
Union of North America, A. F. L. [2]

## PROCEEDINGS

Trial Examiner Batten: The hearing will come to order. In hearings I usually follow the practice of asking the Board's attorney to introduce first what is known as Board's Exhibit 1, Board's Exhibit 1 being the pleadings, the formal papers, affidavits of service, and so forth.

I also want to request the attorneys that if they have any written motions or later in the proceeding if there are any further pleadings, I want them all made a part of Board's Exhibit 1, 1-A, 1-B, 1-C, and so forth.

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\* Page numbering appearing at top of page of original Reporter's Transcript.

Now, I do that so that counsel at any later stage in the proceedings will find all formal papers in one exhibit. Then you don't have to be looking through the file to find the formal papers.

Of course, by filing all of the formal papers in Board's Exhibit 1, that, of course, is without prejudice in any way because it happens to be the union pleading or a motion by the Respondent's answer or any other written motions or pleadings.

Now, is there any objection to proceeding in that manner?

Mr. Guntert: No objection.

Mr. Moore: No objection.

The Court: If there is no objection, then, I will ask Board's counsel to have marked and offered Board's Exhibit 1.

Mr. Guntert: Mr. Examiner, I assume that includes our answer? [4]

Trial Examiner Batten: That's right. As soon as they are marked, they will be submitted to you to look over.

Mr. Moore: I offer at this time for identification Board's Exhibit 1, consisting of the formal papers upon which this proceeding rests.

As Board's Exhibit 1-A, the original charge filed in case No. XXII-C-2249.

Trial Examiner Batten: Now, I don't think it is necessary to read into the record what all those exhibits are. If you will just have them marked, they speak for themselves.

Mr. Moore: Very well. I will ask the reporter, then, to mark these formal documents as Board's

Exhibit 1, subdivided A, B, C, starting at the back of the file as it is now composed.

I offer Board's Exhibit 1-A through 1-I to counsel for their examination.

(The documents referred to were marked for identification as Board's Exhibits 1-A to 1-I, inclusive.)

Mr. Moore: I offer Board's Exhibits 1-A through 1-I in evidence.

Trial Examiner Batten: Is there any objection?

Mr. Guntert: No objection.

Trial Examiner Batten: If not, Board's Exhibits 1-A to 1-I will be received. [5]

(The documents heretofore marked for identification as Board's Exhibits 1-A to 1-I, inclusive, were received in evidence.)

[Printer's Note: Board's Exhibits Nos. 1-A to 1-I, inclusive are set out in full at pages 1 to 24 of this printed record.]

Mr. Moore: May I ask at this time, will the Respondent stipulate that due notice of this proceeding was received?

Mr. Guntert: We will so stipulate.

Mr. Moore: Thank you.

Trial Examiner Batten: And I presume the union agrees to that stipulation?

Mr. Lundeborg: Yes.

Mr. Guntert: We will also stipulate that due notice and answer was received in time.

Mr. Moore: Yes, so stipulated.

Trial Examiner Batten: It is customary at these

hearings for the Trial Examiner to make a few remarks. I presume you have all been present at these proceedings and are probably familiar with what a Trial Examiner usually states. You are all familiar with the fact that this is a hearing before the National Labor Relations Board in the matter of the Richfield Oil Corporation and the Sailors Union of the Pacific, A. F. of L., being Case No. XXI-C-2248, consolidated with the matter of Richfield Oil Corporation and Pacific District Seafarers Engine Division, affiliated with the Seafarers International Union of North America, A. F. of L., being Case No. XXI-C-2249.

Now, as you are familiar with the fact, of course, that [6] the reporter that is now taking this proceeding is the official reporter of the Board and the record which is furnished by that reporter is the official record and the only record which may be used in this proceeding or any proceeding hereafter. During the course of the proceeding you may desire to make corrections in the record. If you do, you will draw up your suggestions for changes or corrections in the record in the form of a stipulation and have other counsel sign it. When it has been signed by all counsel and representatives, you will present the stipulation to the Trial Examiner and I will dispose of the matter. If you should draw a stipulation and there are parts that you agree to and parts that you cannot agree to, you will indicate on the stipulation those parts which you agree to and the parts which you cannot agree to, stating why you cannot, and then present the matter to the Trial Examiner.

Now, you will follow that same proceeding if you desire to correct the record up to the time that the case is transferred to the Board; and if it is after the hearing, you will forward the necessary papers to the Trial Examiner, attention Chief Trial Examiner, in Washington, D. C. If, after the case is transferred to the Board, you desire to make corrections in the record, you will draw it up in the form of a motion for correction of the transcript; and, if possible, secure a stipulation from the parties which you will attach thereto. [7] If you cannot agree, the Board then as a usual practice notifies the parties of the motion to correct, and you will have an opportunity to express your views in the matter.

If there are any oral motions—and this applies in the case of objections—I will appreciate it if you will first state your motion or your objection, followed by the reasons. Then if you care to argue the matter, will you please state that fact so that I may know when you begin your argument with respect to a motion or objection.

I want to say this: that there is no such thing as “off the record” in hearings which I conduct. So don’t ask for it. In other words, you are either on the record or you are not, as far as this proceeding is concerned.

You will be allowed an automatic exception to all adverse rulings. So you do not need to take exceptions. I doubt whether it will occur in this hearing, but it does at times. Sometimes counsel or a representative is in doubt as to whether or not a ruling is adverse. If you are, I may be of some assistance to you

in that. I don't think it is necessary for me to say anything about hearsay testimony or leading questions or whose witness this is. I might say a word or two:

I think there was a time when there was a hearsay rule. The exceptions have grown to the point where I don't think that even in court there is any longer such rule, except as it would [8] apply in this hearing. In other words, I have no objection to hearsay testimony, except that it must be such type of hearsay testimony which, of course, enables the opposing party to know what it's about and make some preparation to rebut such testimony.

In other words, it must identify people or places or time. Rumors and things of that sort I don't think are properly admissible. As to leading questions, I have never objected to them if it is on a matter that is not particularly in dispute. I mean, if it is the date of a meeting, the number of people who attended or something of that sort, why, don't let's waste time on that. But when it comes to the point of telling the Examiner and the Board what was said to the parties and what was done, I then permit the witnesses to testify.

Now, it doesn't make any difference to me whether the witness on the stand is a witness who was put on by the Board or someone else. It is not your witness or my witness. We are here to get all the facts upon which the Examiner and the Board may act.

At any time in a proceeding which I conduct, if it becomes obvious that a witness becomes adverse, even though you put the witness on, you may proceed



in the matter of cross examination if the witness becomes really adverse.

If you will file with the Examiner any further written [9] motions or written pleadings, you will furnish them, please, with an original and four copies in order that I may see that the proper parties receive copies to file them. You undoubtedly are all familiar with the fact that you are entitled to orally argue this matter at the close of the testimony before the Examiner.

Again I want to say that that is on the record.

You are also entitled to file a brief at the close of the hearing with the Examiner.

Now, I want to say this: whether you desire to orally argue the matter or file a brief, I may decide that I want you to, either upon all of the issues or upon some particular point that has arisen in the hearing.

I want to say this: that if you do want to file a brief or if I require a brief, it will be a very, very short time. In other words, to use the more or less stock phrase, during the present emergency, of course these hearings are important and no extended time will be given to any of the parties for the purpose of filing a brief.

Now, I think that covers my opening statement. Are there any questions concerning it?

(No response.)

If not, are there any motions by any of the parties at this time?

(No response.) [10]

If there are no motions, then Board's counsel may proceed.

Mr. Moore: I beg your pardon. There is one motion I would like to make. That is to correct a typographical error in the complaint. I direct your attention to page 2, paragraph 5, subdivision (b) where the first line reads "Seafarers Engine Division has been at all times herein mentioned. . . ."

I move to amend the complaint by inserting in that line before the word "has" the words "is and."

Trial Examiner Batten: It will then read "is and has been at all times"?

Mr. Moore: Yes.

Trial Examiner Batten: Is there any objection to such amendment?

Mr. Guntert: No objection.

Trial Examiner Batten: If not, the amendment will be allowed.

Mr. Moore. In the ordinary course we would now present evidence on the question of jurisdiction of the Board; in other words, some facts as to the business of the company.

Respondent's counsel has very considerably prepared a statement, but I have suggested that we defer that until during the recess when we can go over it together and get it in final form.

Trial Examiner Batten: of course, I presume any form will be agreeable, won't it? I mean, I have hastily looked [11] over the pleadings. I understand Respondent doesn't question jurisdiction, do they?

Mr. Guntert: That is correct, Mr. Examiner.

Trial Examiner Batten: And commerce. So why is there any necessity of postponing it?

Mr. Moore: Because in the statement that has been prepared I have looked over it and in my opinion it needs a few additional facts.

Mr. Guntert: I am prepared to make those, Mr. Examiner.

Trial Examiner Batten: If you are, it seems to me you ought to go ahead. In fact, if there are any facts in it at all, it ought to be sufficient. Then there is no question of jurisdiction.

Mr. Moore: All right. We will go ahead with it that way.

Trial Examiner Batten: Let's proceed with the matter of jurisdiction and get it out of the way.

Mr. Guntert: Well, the Respondent Richfield Oil Corporation has admitted all allegations on the question of jurisdiction.

Trial Examiner Batten: And Respondent admits that it is engaged in commerce within the meaning of the Act, is that correct?

Mr. Guntert: We have. And the only allegation that we have denied is the allegation that what we have done as alleged is an unfair labor practice. That is the only issue. The [12] Richfield Oil Corporation is a Delaware Corporation. It is authorized to do business in the State of California, has its principal place of business at Los Angeles, California. It owns six tank ships. It is an integrated oil company. It engages in the production, refining, transportation and marketing of petroleum products.

The tank vessels are used to transport petroleum

products between the ports of the states of Oregon, Washington and California, and also offshore.

The Richfield Oil Corporation's tankers are now under time charter with the War Shipping Administration and the Richfield Oil Corporation is acting as an agent of the War Shipping Administration in the operation of those tankers.

Any products that are now being carried for Richfield are carried under voyage charters between the War Shipping Administration and the owner and Richfield as charterer.

Do you know of anything else to add?

Mr. Moore: I am prepared to stipulate to the facts as stated by Mr. Guntert, beginning, I believe, where you stated that the Respondent is a Delaware Corporation and ending just before you began speaking of the manner in which they are now chartering to the War Shipping Administration. I have no knowledge of that, and I don't object to it, of course. I have no knowledge of it, and I don't believe it is material so far as the Board's jurisdiction is concerned. [13]

Mr. Guntert: Perhaps not.

Trial Examiner Batten: Of course, up to that point you stipulate and agree with the statement which counsel has made?

Mr. Moore: That's right.

Trial Examiner Batten: Is that your position?

Mr. Guntert: I would prefer it to remain as a statement for the record.

Trial Examiner Batten: Is that satisfactory?

Mr. Guntert: Yes.

Trial Examiner Batten: I am asking the union

if that is agreeable, stipulating and agreeing up to the point where counsel started to talk about the War Shipping Administration?

Mr. Lundeborg: That's all right.

Trial Examiner Batten: And the balance you want to remain as your statement?

Mr. Guntert. That's right.

Trial Examiner Batten: Now, are there any additional facts that you want in that connection?

Mr. Moore: I should like to get an idea of the approximate volume of the company's business or the approximate volume of oil handled by the tankers, some idea of what magnitude the operation has.

Mr. Guntert: I could state that the Richfield Oil Corporation's business is in excess of 20 per cent—the gross [14] business is in excess of 20 per cent of the petroleum business on the west coast.

Mr. Moore: I will stipulate to that.

Trial Examiner Batten: Any further facts?

(No response.)

Well, that apparently is satisfactory, so far as the matter of commerce is concerned.

We will proceed.

Mr. Moore: I should like to ask Mr. Wilder to take the stand.

## WALDO HAMMOND WILDER

called as a witness by and on behalf of the National Labor Relations Board, having been first duly sworn, was examined and testified as follows:

## Direct Examination

Q. (By Mr. Moore). Will you state your full name, please? A. Waldo Hammond Wilder.

Q. By whom are you employed?

A. Richfield Oil Corporation.

Q. In what capacity? A. Port captain.

Q. Where are you stationed?

A. 1400 West 7th Street, Long Beach, California.

Q. By "port captain" does that mean that your authority is restricted to the Los Angeles area?

[15]

A. Not necessarily, no, sir.

Q. In your capacity as port captain, what are your duties?

A. The dispatch of the vessels, inspection and maintenance of crew and certain supplies.

Q. Where do those operations take place?

A. Anywhere on this coast where the vessels operate and touch.

Q. Do you operate in various ports along the west coast? A. Yes.

Q. How many tankers does the Richfield Oil Corporation operate at the present time?

A. We own and operate six ocean-going tankers.

Q. Between what points do these tankers operate?

A. Pacific Coastwise and other places.

Q. Ports on the Pacific Coast? A. Yes.



(Testimony of Waldo Hammond Wilder.)

Q. And also foreign ports or ports off the mainland? A. Yes.

Q. Speaking generally, how long do voyages take?

A. I wouldn't care to answer that question without advice.

Mr. Guntert: I don't see where it is material, Mr. Examiner. There is only one issue here.

The Witness: I am not allowed to divulge that information. It's national secrecy.

Trial Examiner Batten: Do you mean how long does the average voyage [16] take?

Mr. Moore: Yes.

Trial Examiner Batten: Well, is there any objection to giving us an average time?

The Witness: I can't say that, sir.

Trial Examiner Batten: Considering your coast-wise and otherwise?

The Witness: No, sir, I can't say that. I am instructed not to by the Government.

Trial Examiner Batten: Well, with due respect to what the Government has instructed you, I certainly see no reason why you shouldn't give us an average.

Mr. Moore: Mr. Examiner, I will withdraw the question.

Q. (By Mr. Moore.) Under ordinary circumstances, are the tankers that Richfield operates at sea for periods of several days or more?

Q. I would say several days. I am not limiting the number of days, not stating the number of days.

(Testimony of Waldo Hammond Wilder.)

Q. I understand that.

A. Several can be any number.

Q. Would you state what ports on the Pacific Coast the vessels visit?

A. I would say they are liable to visit any port on the Pacific Coast.

Q. What ports in your experience have they visited in the past? [17]

A. I don't feel that I am allowed to even say that, sir. I am under instructions by the Navy Department not to name ports or places or the names of vessels.

Trial Examiner Batten: I think it is sufficient to say that all of the ports——

The Witness: It would be any coastwise port.

Trial Examiner Batten: Any coastwise port from time to time covered in your business transactions?

The Witness: Yes.

Mr. Moore: Well, we may be able to get along with information as general as that. We will try.

I will attempt to ask these question in such a way that they won't elicit proscribed information.

Trial Examiner Batten: Well, let's proceed. As the witness thinks he may answer, he may do so. And if he thinks he shouldn't he may refuse. Then I will express my opinion.

Q. (By Mr. Moore) When tankers operated by the company visit Seattle, where do they dock?

A. You mean the terminals?

(Testimony of Waldo Hammond Wilder.)

Q. Yes.

A. They are liable to dock at any petroleum terminal up there.

Q. Can you state the one at which they have in the past docked?

A. Well, they have docked at Richfield. They have docked at others. [18]

Q. Where is the Richfield dock there, with reference to the town of Seattle?

A. It's in the west waterway.

Q. Where is that with reference to Seattle?

A. It's west of the city.

Q. About how far?

A. Of the city proper. Pardon?

Q. About how far?

A. I should say about five-eighths of a mile by airline, and it might be 2 to 2½ miles to the nearest part of the mainland of the city.

Q. You mean you have to cross water to get from that dock to the mainland to the city?

A. You go over a bridge, yes, sir.

Q. At Portland at what docks have the ships come in?

A. It's the same. They go to all docks there.

Q. And does Richfield—

A. Not each trip, not each trip. I can't say what docks they do. Sometimes when I dispatch them I don't know which dock they will go to.

Q. Does Richfield have a dock there?

A. Yes.

Q. And where is that dock located?

(Testimony of Waldo Hammond Wilder.)

A. That is at Linton.

Q. Where is Linton with reference to the City of Portland? [19]

A. It is about six miles north of the city proper. It's part of the city.

Trial Examiner Batten: Is this for the purpose of commerce?

Mr. Moore: No. It is for the purpose of showing how these seamen——

Trial Examiner Batten: I was going to say if it is for that purpose, I don't think it is necessary. If it is for some other purpose, go ahead.

Mr. Moore: Oh, it is.

Trial Examiner Batten: Proceed.

Mr. Moore: I am not going to introduce anything further on commerce.

Q. (By Mr. Moore) Now, in the San Francisco bay area where do Richfield ships go there?

A. Our terminal is at Point Richmond.

Q. Point Richmond?

A. They make other terminals, though.

Q. What other terminals?

A. Our main one is Point Orient, our terminal in San Francisco.

Q. Where is Point Orient?

A. That is near the north end of the bay proper, of San Francisco bay on the east side.

Q. Is it near Vallejo?

A. No, it is not near Vallejo. That is the San Pablo bay you are speaking of. It's near Richmond which would be the [20] nearest town.

(Testimony of Waldo Hammond Wilder.)

Q. Do your ships visit Oleum? A. Yes.

Q. Do they stop at Avon?

A. They do, yes, sir.

Q. Do they put in at Oakland ever?

A. I haven't known them to put in at Oakland for some time. We had a terminal, but it's not in use.

Q. Does the Richfield Company have a dock in the San Francisco Bay area? A. Yes.

Q. Is it in use at this time? A. Yes.

Q. Where is that located?

A. Point Richmond.

Q. In the Los Angeles area where do Richfield tankers dock?

A. Oh, they dock at all the terminals, sometimes two terminals on one voyage.

Our principal terminals are in Long Beach.

Q. Where else do they dock?

A. They might dock in Wilmington or in San Pedro or Terminal Island.

Q. Does Richfield own a dock in this area, the Los Angeles area?

A. They own two terminals in Long Beach and one that is not used [21] in San Pedro.

Q. How long is a tanker ordinarily in port when it is loading?

A. Various times. Loading operations could be anywhere from 12 to 24, 36 or 48 hours. There is no limit.

Q. Can you say what the average time for loading a tanker would be?

(Testimony of Waldo Hammond Wilder.)

A. That is difficult to answer now. It depends upon what the Government allows us, accumulation on the shore tanks and the terminals.

Q. Well, under present——

A. Sometimes it's a thousand barrels an hour and sometimes it could be up to 12 or 15 thousand barrels an hour.

Q. Yes. Well, can you say what the average time that is required is right now?

A. Well, we had a tanker in one particular time where it was supposed to load about six thousand barrels an hour, but it only loaded about four thousand barrels an hour. It depends on the size of the tanker, what her capacity is.

Q. It depends also on the type of cargo it is taking on?      A. Very true, yes, sir.

Q. Well, can you say what the average time is that is required to load one of them, your best estimate, I mean?

A. Well, it would generally run about 12 to 15 hours. That's average. [22]

Q. Now, that is from the time loading operations start until it's ready to go, is it?

A. That's loading operations.

Q. Well, now, how long would the ship be in the port all together?

A. Well, if she was loading 12 hours, I should say she would be 16 hours, something like that.

Q. If it came into port empty——

A. There are factors there, sir, that I can't



(Testimony of Waldo Hammond Wilder.)

answer on that. It's military and naval secrecy involved.

Q. How long ordinarily does it take to unload a tanker?

A. That is a difficult question also, as any tanker man would also admit. It depends on how far you pump and what pressure you are working against, the height that the product is in a shore tank that you are pumping into. Sometimes it will range anywhere in our vessels from six thousand an hour down to 500 an hour. It's rather difficult to answer.

Q. In your experience in west coast ports here will you give us your best estimate as to the average length of time it takes to unload——

A. Discharge a cargo?

Q. Pardon me?

A. To discharge a cargo, one commodity?

Q. To unload a tanker.

A. Well, that's rather involved, too, because some of them [23] carry many products, several products; and some of them only carry one. And it varies from trip to trip. I should say anywhere from 20 to 48 hours under present conditions.

Q. The tankers unload always at a dock, do they?

A. Not necessarily, no sir. Unload?

Q. Yes.      A. They unload at a dock?

Q. Always unload at a dock, never moored off-shore?

(Testimony of Waldo Hammond Wilder.)

A. Yes, but they haven't had that occasion for some years.

Q. Is the same true of loading?

A. No, sir. We have outside ports for loading more than they do discharging.

Q. You load from what? A lighter, or how do you do it? A. Submarine pipe line.

Q. That would be in a bay area but not attached to the shore——

A. Not necessarily in a bay area. Some are in open roadsteads, some in bays.

Q. Well, is most of your loading done at a dock? A. Yes, sir.

Q. Will you describe briefly the crew that is used on the tankers that Richfield operate?

A. The civilian crews are 36 to 40.

Q. How many unlicensed personnel would that include?

A. That would include about 27 or 28 or more.

Q. How would those be divided between deck, engine and [24] steward's department?

A. Well, the average one of our ships would carry ten men in the deck department, unlicensed and 8 to 9 men in the engine department unlicensed and 8 men in the steward's department unlicensed.

Q. Now, while the tankers are in port what duties do the unlicensed deck personnel perform?

A. Principally the loading operations.

Q. Loading or unloading?

A. Yes. Tanktop watch, we call it, hose watch.

(Testimony of Waldo Hammond Wilder.)

Q. In your operations do you ever go into a port and unload and then reload? A. Yes.

Q. Here on the west coast? A. Yes, sir.

Q. Does that happen most of the time?

A. No, not most of the time.

Q. Does it happen infrequently?

A. Well, it happens frequently.

Q. You were saying what the deck department does while the ship is in port. Will you continue with that?

A. Well, there might be small amounts of stores they will take aboard while in port. If she is in port any extent or length of time and the watches are broken, they might paint.

Q. Under ordinary circumstances, I think your estimate of the [25] average loading was 12 to 15 hours? A. Something like that.

Q. Will you state how many of the unlicensed personnel in the deck department are aboard during those operations?

A. There is sufficient to move the vessel at all times, if necessary, in an inflammable or gaseous condition as required by the safety rules of the Board.

Q. How many would that be?

A. That would be at least one watch.

Q. One-third of the normal crew?

A. Yes, sir.

Q. What requirements are you under with regard to the engine department, if any?

A. One watch would take care of that also.

(Testimony of Waldo Hammond Wilder.)

Q. So that when the vessel is in port is it true to say that one-third of the deck and engine department personnel must be aboard at all times?

A. Not necessarily on the engine department. Your wipers wouldn't be on duty at night time. We favor the less aboard the ship the safer she is, insofar as she has enough to be removed from the harbor in an emergency.

Q. You mean by that you ask part of the crew to leave the ship?

A. No, we don't ask them to. If they wish to, they may go.

Trial Examiner Batten: Generally speaking, as a protective [26] measure it would require one-third of the crew?

The Witness: Not the total crew, no, sir. The steward's department wouldn't come into it at all.

Trial Examiner Batten: And it would only be one-third of what department? The unlicensed personnel?

The Witness: Well, one-third of the deck department, one-third of the engine department, roughly speaking, with the exception of the wipers.

Trial Examiner Batten: I don't mean to break it down any further. It would be approximately one-third of the engine department and one-third of the deck department?

The Witness: Approximately one-third, yes, sir.

Q. (By Mr. Moore) Do you take on stores in all ports every time you dock?

A. Not all. We generally buy small stores to

(Testimony of Waldo Hammond Wilder.)

replenish, like perishables, and the like of that, sometimes in the north. But we store heavily in the southern end. That is where the home office is, where the purchasing department is.

Q. When you take on stores who does that loading and storing of that material?

A. It's just small incidentals. We might request some of the crew and pay them overtime for it if they are off duty. Otherwise, when a work party is available, we hire a work party just for that purpose.

Q. What is a "work party"? [27]

A. Well, we try to get seamen. In fact, we have been getting seamen to do it, men acquainted with vessels.

Q. How do they go about loading that?

A. Well, some of it is done over the gangway and certain packages that we wish to take over the gangway, it's done that way. Otherwise, it's taken on a sling, on possibly the ship's gear or dock gear derricks.

Q. Do the outside work parties come aboard to store the material in the vessel?

A. Yes, sir, they come aboard.

Q. Where those outside work parties are not available does the captain delegate a part of the crew to do that work?

A. Yes.

Q. And is that in addition to the men who are on watch? Or do the men on watch do that work?

A. No. The men on a tanktop watch, they don't do it. The men on watch in the engine room, they

(Testimony of Waldo Hammond Wilder.)

don't come up and get anything. That would be men off watch. That very infrequently happens.

Q. Would it be unlicensed personnel of the deck department?

A. Yes, mostly. Sometimes it would be some of the unlicensed engine department which might possibly go up and pick up one piece, or something like that, that they wouldn't want the deck department to handle. That is very infrequent, though.

Q. Is there any day work in addition to ordinary watches [28] aboard ship?

A. Not unless the watches are broken.

Mr. Guntert: Mr. Examiner, I can't see the materiality of this. I don't want to be objecting—

Mr. Moore: I will be glad to say what the materiality is.

Trial Examiner Batten: You may proceed until you get to the point where I can tell the purpose of it.

Q. (By Mr. Moore) When a tanker is in port what opportunities do the unlicensed deck and engine personnel have to go ashore?

A. They are off watch and sometimes we get men who are acquainted with the vessels to come aboard and relieve them when they are available.

Q. How often is that done?

A. I can't say offhand. If it's night sometimes we will have them—the fact of the matter is sometimes the men don't come back for their watches, and we are forced to get men to keep from shutting down and delaying the war activity.

Q. Is it true, then, to say that a seaman in the



(Testimony of Waldo Hammond Wilder.)

unlicensed deck or engine department can go ashore whenever he is not on watch?      A. Yes, sir.

Q. You would have to qualify that, wouldn't you, by saying unless there is other work for them to do such as loading [29] stores?      A. Yes.

Q. Sometimes we request them to remain and load stores. We pay overtime under that condition.

Q. Is it necessary for a man to get permission to go ashore?

A. Not if he is off watch, unless the officer in charge at the time would request them to remain for such specific duty or job that he had in mind. Otherwise they would go.

Q. How are the watches arranged? During what hours do the men stand watches in the deck and engine department?

A. Well, they range in two sets of four hours a day, four on and eight off, it's commonly called.

Q. That would be eight hour's work split into two shifts during a 24-hour period?      A. Yes.

Q. That is true for the deck and engine department?      A. Yes.

Q. Do the unlicensed personnel live aboard the ship men they are in port?      A. They may.

Q. Facilities are furnished so that they may?

A. Yes. Certain times we don't feed aboard when we are handling explosive cargoes, dangerous cargoes. Then they are given meal money.

Q. Do the unlicensed personnel generally live aboard the ship? [30] By "live aboard" I mean eat and sleep there?

(Testimony of Waldo Hammond Wilder.)

A. Yes, sir. That is the general practice.

Q. Will you describe just briefly how your tanker personnel sign on and off, how they are employed by the company and how they end their employment, if they do?

A. Well, when they first come aboard they sign shipping articles describing the nature of the trade insofar as we are allowed to give it under these war time conditions. And when they resign or are discharged, why, they just sign a release.

Q. Are those shipping articles for a stated period of employment?

A. On coastwise generally not to exceed three calendar months or six calendar months or—we allow the master to set that particular time.

Q. Is that the language? Not to exceed that period? A. Yes.

Q. How are the men paid? How and when are the men paid?

A. In coastwise trade we pay them every 30 days, but we allow them to withdraw on their wages practically as often as they want to, generally at each port, sometimes two and three times in one day. We don't object to that.

Q. When they ask for an advance do they go to the captain or do they go to a shore representative? A. They go to the captain. [31]

Q. That is aboard the ship? A. Yes, sir.

Q. Has your experience been that the turnover is large or small in the tanker industry as it affects Richfield?

(Testimony of Waldo Hammond Wilder.)

A. Well, quite large, I should say, since the great expansion of shipbuilding and launching, much more than the normal times because we have been paying bonuses and one thing and another.

Mr. Moore: No further questions.

Trial Examiner Batten: Does the union have any questions of this witness?

Mr. Lundeborg: No.

Trial Examiner Batten: Mr. Guntert?

Mr. Guntert: There are one or two points that I would like to clear there.

#### Cross Examination

Q. (By Mr. Guntert) Captain, in your designating the time required for the vessel to load or discharge, you were speaking only of the actual pumping operations, were you not?

A. Yes, sir.

Q. It is a fact the vessel may be in port a good deal longer than that? A. Oh, yes, yes.

Q. You speak of handling stores. You say members of the deck department off duty. If you had some stores to handle, [32] they would be asked to handle them? A. Yes, sir.

Q. And if they did, they would get overtime; is that correct? A. Yes, sir.

Mr. Guntert: That is all.

Trial Examiner Batten: Any further questions?

#### Redirect Examination

Q. (By Mr. Moore)) The captain has the authority to order them to load the stores, has he not?

(Testimony of Waldo Hammond Wilder.)

A. Oh, I presume he has, as long as they are on the shipping articles they are subject to his orders, his legal orders.

Q. Can you say what the average in port time of your tankers is?

A. Well, I would have to take the abstract and add them all up and divide them by the number of trips, they vary so much. We had a ship recently that was in port about 56 hours. I expected she would be in port about 32 hours.

It's hard to say, particularly under the conditions of the war.

Q. Well, can you estimate how long your ships are tied at a dock on the average?

Trial Examiner Batten: I think you testified, did you not, the average was 15 hours?

The Witness: I should say something like that. It's pretty difficult to say what dock they go to, what terminal [33] they go to. In fact, we load at one terminal. We load one commodity at one particular terminal and another commodity at the other. They are handled differently, and, in the —under the Government setup we are not allowed to get the cargoes down to the terminals, except under certain conditions; and I never know when that will be until the last moment. It's secret. We have to get permission from the Government.

It is a very difficult question to answer. I would have to figure to get that.

Q. What you call the time in port is different from the time at a dock, is it not?

(Testimony of Waldo Hammond Wilder.)

A. Oh, yes. That is different, yes.

Q. The time in port is judged from the time the ship enters the port until it leaves that port, is it not?

A. That's right.

Q. And the time in dock is generally shorter than that?

A. Well, that necessarily is shorter than that. If the vessel comes right to a dock and goes right out again, that is one situation. She might go out to anchor, and that's another situation. The reasons why she goes out to anchor I am not at liberty to answer here.

Mr. Moore: That is all.

Trial Examiner Batten: Any further questions?

(No response.) [34]

If not, that is all.

The Witness: Pardon?

Trial Examiner Batten: That is all.

(Witness excused.)

Trial Examiner Batten: I think we will recess for about ten minutes.

(Brief recess.)

Trial Examiner Batten: Let us proceed, gentlemen.

Mr. Moore: Mr. Wilder, would you mind taking the stand again for a few minutes?

## WALDO HAMMOND WILDER

called as a witness by and on behalf of the National Labor Relations Board, having been previously duly sworn, resumed the stand and testified further as follows:

## Redirect Examination (Resumed)

Q. (By Mr. Moore) I wanted to ask you, Mr. Wilder, while the tanker is in port, who is in charge of the crew?

A. The senior deck officer aboard or deck officer on duty.

Mr. Moore: That is all.

## Recross Examination

Q. (By Mr. Guntert) Captain, you a few moments ago testified about the time that the sailors have in port. What is the actual thing that happens when the vessel come in? Do these men stay aboard? Or do they go ashore?

A. Well, they just pile off. Those that are not on watch do, [35] if I might use that expression.

Q. Do you have to encourage them to leave?

A. No. They are gone anyway. Sometimes I have difficulty in keeping them there until they get their mail.

Q. Do these men have homes ashore?

A. Sometimes, you know, I have to think of several things on mail these days because quite a number of the draft communications go to them; and I want to see that they get them. Sometimes I have difficulty getting them to them before they are gone.



(Testimony of Waldo Hammond Wilder.)

Q. Do many men have homes in the area?

A. I should say the greater number of them have homes in the south.

Q. They are privileged, however, to come back to the ship for their meals, if they wish, or to sleep?

A. Oh, yes, yes.

Q. And those meals are free? It is a part of them——

. That is a part of their remuneration, yes.

Q. You mentioned the ships sometimes going to anchor. That is within the port. Will you distinguish between the time the vessel is in dock at any port? Are the men permitted to go ashore if the vessel is not actually docked and is lying outside at anchor?

A. Yes, generally, unless we get naval orders otherwise. And that is very, very rare. I fact, I haven't been ordered [36] to hold them aboard.

Q. Now, you have stated that these men go ashore as soon as they get in port if they are off watch; and you have also stated that you would prefer that they did.

Now, can you give us your reasons for your preference?

A. Well, I always figured under these conditions the fewer there are aboard the safer, down to the number that is required by the authorities.

Q. Are you familiar with the policy of Richfield with respect to the issuance of passes in order to go on board ship?

A. Yes, sir.

Q. What is that policy?

A. There isn't any passes.

(Testimony of Waldo Hammond Wilder.)

Q. You do not issue passes? A. No, sir.

Q. And the reason for that?

A. The safety of the crew and the surrounding property, the terminals, the vessels.

Q. Is it your opinion that every additional man that is aboard ship increases the hazards?

A. Yes, sir. That is my—

Mr. Moore: Objected to.

Mr. Guntert: I will reframe the question, Mr. Examiner.

Q. (By Mr. Guntert) If passes are issued to representatives of the labor unions, what is your opinion as to the result of [37] that?

Mr. Moore: Objected to.

Trial Examiner Batten: What is the basis of the objection?

Mr. Moore: That it is immaterial. It calls for a conclusion of the witness.

Trial Examiner Batten: Well, of course, I think a man who is a port captain or a business agent of a union should be permitted to express an opinion or a conclusion. That is, I have always felt that anyone in authority, in a responsible position, whether a member of the union or a part of the company organization, should be permitted to express opinions and conclusions.

You may answer.

The Witness: What was the question?

Trial Examiner Batten: Read the question, please.

(Question read.)

(Testimony of Waldo Hammond Wilder.)

The Witness: I don't understand the "labor unions."

Q. (By Mr. Guntert) Organizations?

A. Well, when passes are issued to one organization, I presume they would have to be issued to all organizations. Otherwise we would have trouble. Then we would have trouble.

Q. And what would be the result of issuing passes to all these representatives, then?

A. Well, we would have inter-union trouble.

Q. Would that increase the number of men that go on board ship? [38]

Q. Would that increase the hazards aboard ship?

A. As I said, the fewer men aboard the ship the safer I think she is.

Q. In your opinion is the loading and discharging of petroleum products a hazardous operation?

A. It is, yes, sir.

Q. You stated that the more people aboard the greater the possibility of accidents and disaster?

A. That's right.

Q. Can you give some specific hazards attending this operation at which you state would be increased by having many people coming aboard?

A. Well, the loading officer or the mate or loading officer, or whoever it is has charge of the vessel at the time, the more aboard the vessel the more his attention is taken from the loading or discharging operations. We have armament aboard

(Testimony of Waldo Hammond Wilder.)

those ships. Certainly a loading officer can't be responsible for a number of people coming aboard. The armament might be tampered with. It might become known what it was.

We have directives against allowing anybody aboard the ship, unless there is urgent necessity of their being aboard ship. If the loading officer's attention is detracted—

Q. Would one coming aboard the vessel have an opportunity of acquiring information which would be of value to the enemy?

A. I should say yes, sir. He can certainly see what the armament [39] is. He would know what vessel he is aboard, what vessel is in port. We have removed and been required to remove all identification of the vessel. Even the names on the life boats are painted off, the names of the vessels are taken off. If they are metal, they have been taken off. If they have been painted on, they are painted off.

Q. Could the party coming aboard have an opportunity of learning the courses and convoy information and escort vessels?

A. I should say yes, by conversation, having accessibility to the crew they could.

Q. How could, for example, courses and positions and movements of vessels be ascertained?

A. Well, it wouldn't take a man very long to find out the names of the headlands along this coast, islands, how far they passed off. He could cer-

(Testimony of Waldo Hammond Wilder.)

tainly establish routes, what islands they went between, if any. That would establish routes.

Q. Would this issuing of passes facilitate sabotage?

Mr. Ryan: We object to this. In the first place, we object on the ground that the witness is being led, and furthermore, on the ground that he isn't necessarily qualified to express opinions in that respect.

Trial Examiner Batten: Well, I think the questions are quite leading, particularly with a man who ought to know all these matters without any leading. I think it would be pre- [40] ferable to have the witness tell us what these different factors are, what he believes increases, if it does, the difficulties.

Mr. Guntert: I don't know just what your procedure is about introducing documents or introducing documentary evidence.

Trial Examiner Batten: With exhibits first have the reporter mark them for identification. Then when you have identified the exhibit, and so forth, you may then offer them or you may examine the witness after they have been marked for identification.

Mr. Guntert: I would like to have these marked for identification.

Trial Examiner Batten: That will be Respondent's Exhibit 1. How many do you have there?

Mr. Guntert: There are two. I have some more. I have two at this time.

(Testimony of Waldo Hammond Wilder.)

(The documents referred to were marked for identification as Respondent's Exhibits 1 and 2.)

Mr. Guntert: What was the ruling on that question, Mr. Examiner?

Trial Examiner Batten: Well, I suggested to you that I thought your questions were leading. I would suggest that you have the witness tell us as to the factors which increase the hazards. When his knowledge has been exhausted, I would say then, of course, you may proceed with rather leading quest- [41] tions. But let's have the witness tell us what he knows first. I think your questions are leading.

Are there any others that you recall that increase the hazards, any other factors?

The Witness: Well, I have stated that the more aboard the vessel, why, the more the officer in charge, his attention is detracted from his duties. And if people come aboard the vessel, any person aboard the vessel is under the control of the loading officer or the officer on duty. If he is loading a vessel, he can't watch visitors aboard the vessel, if he is paying attention to his duties.

As I have said, we have armament aboard that is supposed to be secret, and a person coming aboard certainly knows what that armament is that we have got aboard and can take that information ashore with him.

It could be very easily done to sabotage any of



(Testimony of Waldo Hammond Wilder.)

these pieces of ordinance. All ship owners have been warned against the possibility of sabotage, such as these pencil bombs or fire paper, as it is commonly called, and the identification of the vessel, coming aboard, being allowed access to the ship, it would take them very long to find out how much she is loaded, about what time she would be finished loading; therefore, approximately what time she would be ready to depart. He has the name of the vessel from learning it when he comes aboard, and there is certain cargoes that tankers load that [42] identify the port to which they are bound.

Q. (By Mr. Guntert) You stated that persons coming aboard distract the officer on watch. What about the men that are actually doing the work?

A. Their attention would also be detracted.

Q. Captain, is Richfield in its tanker operations under any particular body of federal regulations, under these wartime conditions?

A. Yes, sir. They work under the directives and rules and regulations as laid down by the War Shipping Administration, also under the safety rules as laid down by the captain of the port, the United States Coast Guard.

Q. I am handing you what has been marked for identification as Respondent's Exhibits 1 and 2 and ask you what they are?

Mr. Ryan: Mr. Examiner, I might say that it is the practice in this area to show exhibits to

(Testimony of Waldo Hammond Wilder.)

counsel before they are shown to a witness. We have not yet seen those .

(Brief pause in proceedings.)

Mr. Guntert: Has everybody had an opportunity now to examine this, to identify this?

Trial Examiner Batten: I think you may proceed.

Q. (By Mr. Guntert) Captain, I hand you what have been marked Respondent's Exhibits 1 and 2 and ask you what they are?

A. This No. 1 is the Security Order No. 1 of the War Shipping Administration. [43]

Q. Is Richfield obligated to abide by those orders? A. Yes, sir.

Q. What is the principal purpose of that Order No. 1?

Mr. Moore: I will object to that.

Trial Examiner Batten: Well, I think that is objectionable. I presume anybody reading that could tell that, could they not?

Mr. Guntert: I will ask it in this way: I wanted to call attention to a particular portion of that order.

Mr. Moore: Unless he has some knowledge outside of what it states——

Trial Examiner Batten: I think the question should be re-stated.

Q. (By Mr. Guntert) Captain, is there any particular part of that order which in your opinion directly is pertinent to the issue here, the

(Testimony of Waldo Hammond Wilder.)

question which we have been discussing here, the security of the vessels, the men and the cargoes?

A. Well, the third paragraph——

Trial Examiner Batten: Will you speak more loudly, Captain? I can't hear you.

The Witness: The third paragraph reads:

“All agents are directed to comply with such security orders and to take all other reasonable precautions to accomplish the objectives of such orders. Failure to comply with such orders on the part of any agents will constitute cause for relocation of such agency.” [44]

Q. (By Guntert) In establishing the policy of not issuing passes to anyone not in the employ of the company, is that in your opinion carrying out the provisions of this order?

A. I should say it was.

Trial Examiner Batten: Well, now, tell us how you can construe this to include passes.

The Witness: Well, I have in mind what I have already stated, that the more people that are aboard the ship, the more danger there is.

Trial Examiner Batten: Is there any other reason that you have?

The Witness: No, sir.

Trial Examiner Batten: What is it?

The Witness: No, sir.

Trial Examiner Batten: Is that the only reason?

The Witness: That is the main reason, yes, sir, that is on this particular exhibit.

(Testimony of Waldo Hammond Wilder.)

Q. (By Mr. Guntert) Calling your attention now to Security Order No. 2, I would like to call particular attention to paragraph 10. Can you tell us what that provides? A. Paragraph 10:

“Visitors: Visitors to piers and vessels should be limited to cases of absolute necessity.”

Q. In your opinion is it absolutely necessary that union representatives go aboard ship in order to meet with their [45] membership.

Mr. Moore: Objected to.

Trial Examiner Batten: Will you read that question?

(Question read.)

Trial Examiner Batten: Well, I don't think this man is qualified to answer that question.

Mr. Guntert: I asked him his opinion. I think he is qualified, Mr. Examiner.

Trial Examiner Batten: I don't think the witness is qualified. This says “visitors.” You want to ask him whether visitors should be permitted to go on the piers and on the vessels. I think perhaps he can express an opinion. The question is whether union agents are visitors. I don't know. I don't think this witness is qualified to say whether a union official——

Mr. Guntert: I withdraw the question.

I would like to offer these in evidence as Respondent's Exhibits 1 and 2.

(Testimony of Waldo Hammond Wilder.)

Trial Examiner Batten: If there is no objection, they will be received.

(The documents heretofore marked for identification as Respondent's Exhibits 1 and 2 were received in evidence.)

## RESPONDENT'S EXHIBIT NO. 1

War Shipping Administration  
Washington

### Security Order No. 1

To All Agents of the War Shipping Administration:

It is extremely important that information relating to ship movements and communications be properly protected and that any laxness in the manner in which such information is handled by those to whom it is given in the course of shipping operations be eliminated. Any disclosure of such information is highly detrimental to the conduct of the war by the United States and the United Nations. The methods of handling such information must be further improved immediately.

In order to accomplish these objectives, the Administrator has designated J. C. Cutler, Director, Division of Security and Communications, as Security Officer for the War Shipping Administration. The Security Officer will issue "Security Orders" from time to time with the approval of the Administrator.

All agents are directed to comply with such Se-

(Testimony of Waldo Hammond Wilder.)

curity Orders, and to take all other reasonable precautions to accomplish the objectives of such Orders. Failure to comply with such Orders on the part of any agent shall constitute cause for the revocation of such agency.

This Order shall be effective as of October 26th, 1942.

By Direction of the Administrator  
(Sgd.) W. C PEET, Jr.  
Secretary

October 24, 1942.

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## RESPONDENT'S EXHIBIT No. 2

War Shipping Administration  
Washington

### Security Order No. 2

To All Agents of the War Shipping Administration:

The following rules and instructions are hereby promulgated and shall be observed by all agents in the operation of vessels:

#### 1. Appointment of Security Officers

Each agent shall appoint promptly a responsible person, preferably an official, from his organization as Security Officer, and shall report the name of such officer, together with his employment record giving full information bearing upon such person's security qualifications, including place of birth, former employment, etc. to the Security Officer of the War Shipping Administration on or before No-



(Testimony of Waldo Hammond Wilder.)

vember 2nd, 1942. Such Security Officer for each agent shall be directed by the agent to cooperate with the Security Officer of the War Shipping Administration in carrying out all orders and other instructions received from the War Shipping Administration, and to cooperate in all other respects in the maintenance of absolute security of information.

## 2. Education of Personnel Regarding Security

The Security Officer for each agent shall be authorized and directed by such agent to take such measures as may be appropriate to inform adequately all employees, officers, and agents of such agent of the scope and purpose of the Security Orders and appropriate means for their enforcement, and shall generally be charged with the responsibility of educating the staff of the agent as to the need for security of such information.

## 3. Employment of Personnel

All agents of the War Shipping Administration are directed to review the personal history and other pertinent factors with respect to each administrative officer or employee employed by such agent, particularly those newly employed within the last eighteen months. No additional administrative personnel shall be employed by any agent without careful advance scrutiny as to each such employee's history and background and other pertinent qualifications and without careful check of all references and past employment.

(Testimony of Waldo Hammond Wilder.)

#### 4. Security of Secret Documents

Agents of the War Shipping Administration are required to maintain maximum security of documents which would be of assistance to the enemy. Such documents include stowage plans, ships' manifests, cargo work sheets, bills of lading and any document containing information regarding the routing of ships, the current and forward position of ships, convoy information, marine and war risk casualties. The circulation of all such documents should be restricted to officials who must have such information in connection with the day-to-day operation of vessels. When not in use, such documents should be kept in a safe place under combination lock, if possible; if not, then under lock and key and such documents shall not be retained in the agents' general files.

#### 5. Non-Disclosure of Information

Loose talk must be curbed at once, and all officers and employees of agents are required to refrain from disclosing, verbally or in writing, information regarding the following matters, except where absolutely necessary:

(a) The sailing or arrival date of any vessel. Whenever practicable references to sailing dates should be made indefinite so as to place the date within an indefinite period of not less than a week's time, such as "expected arrive 1st part October" or "due mid-October" or "expected sail end October."

(Testimony of Waldo Hammond Wilder.)

(b) The route which any vessel is to follow. Since routing instructions are furnished by the Navy and constitute the most vital single item of information in connection with vessel operations, the utmost care must be taken to make certain that this information is not made available by the Master to anyone (including the owner and agents) except a properly constituted Naval authority.

(c) Information as to destination of vessel.

(d) Any other vital military information such as armament-defensive or offensive weapons or installations, escort vessels, convoy or assembly ports, etc.

(e) Marine and war risk casualties involving information as to routes or positions of ships.

## 6. Shippers and Consignees

Arrivals from and sailing for particular destinations must never be announced in the press, in advertisements, nor in any manner whatsoever except to the extent absolutely necessary for the purposes of efficient operation of the vessel and in such instances such information shall be discreetly disseminated to the very limited extent consistent with the necessities presented. Detailed instructions regarding shipping documents such as bills of lading, dock receipts, etc., will be furnished at later date by separate order.

## 7. Ordering Supplies and Services

In ordering bunkers, stores, supplies and other

(Testimony of Waldo Hammond Wilder.)

material, also pilots, tug boats, repairmen, surveyors, lighters, etc., care should be taken not to disclose the sailing or arrival date or the destination of the vessel, and purchases must be restricted to sources deemed to be reliable.

### 8. Position Reports

Daily or periodic position charts, bulletins, or reports and the dissemination of them must be restricted to absolute necessity. Pierboards or signs, including gangway signs, indicating the names, destinations, or sailing dates of vessels should also be eliminated entirely.

### 9. Shoreside and Seagoing Personnel

Crew's Articles should be drawn so as not to disclose the nature, duration, or area of the intended voyage. Crews should be impressed with the necessity for secrecy for themselves and their families. Further instructions as to labor relations security will be covered by separate Order.

### 10. Visitors

Visitors to piers and vessels should be limited to cases of absolute necessity.

### 11. Communications

All communications that cannot be handled by registered mail regarding confidential and secret matters directed to the War Shipping Administration or other agencies having teletype connections should be handled by teletype as first choice, and by telephone as second preference, or telegram as third

(Testimony of Waldo Hammond Wilder.)

choice, and then only in cases of emergency. All communications containing secret information as defined in Paragraph 5, a to e inclusive, sent to War Shipping Administration by registered mail shall be addressed to an individual. Such communications sent by registered mail (ordinary mail shall not be used) shall be sent in a regular envelope with an inner envelope marked "Secret" and addressed to the person or section for whom it is intended.

#### 12. Manifests, Stowage Plans, Bills of Lading

Whenever practicable, Consignees' mail, manifests, stowage plans, bills of lading and all other documents transmitted to the port of destination in connection with discharge of the vessel should go forward on the vessel itself in a locked, weighted and perforated box, and should not be transmitted so as to arrive prior to the date of vessel arrival.

#### 13. Cables and Foreign Communications

All foreign communications should be handled in conformity with the Administrator's letter dated June 1st, 1942.

#### 14. Cooperation with Other Agencies

Every agent will be required to extend the utmost cooperation with Army, Navy, State Department, Post Office Department, Federal Bureau of Investigation and all other governmental agencies concerned with the problem of security of shipping information.

#### 15. Circulation of Security Orders

Copies of every Security Order shall be distrib-

(Testimony of Waldo Hammond Wilder.)  
uted to every administrative official and employee  
of the agent.

16. Effective Date

This Order shall be effective as of October 26th,  
1942.

By Direction of the Administrator

(Sgd.) W. C. PEET, Jr.

Secretary

October 24, 1942.

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Trial Examiner Batten: Mr. Guntert, you are  
going to pass over to some other directive now,  
are you? [46]

Mr. Guntert: Yes.

Trial Examiner Batten: Do you have any objec-  
tion if I ask the witness a question?

Mr. Guntert: There is just one other question on  
that same point.

Trial Examiner Batten: Then you may proceed.

Mr. Guntert: I skipped over it before I got into  
this matter.

Q. (By Mr. Guntert) That was the question, as  
to the time the men leaving the ship when it gets  
into port, Captain, in your opinion, what percentage  
of the time that a vessel is in port do the men that  
are not on watch spend aboard ship? What would  
you say would be the average time?

A. Very little, very little.

Q. In other words, practically all the time that  
they are not on watch when the ship is in port they  
are ashore; is that your statement?



(Testimony of Waldo Hammond Wilder.)

A. Yes, sir. That is my experience.

Mr. Guntert: That is all I wanted to ask on that, Mr. Examiner.

Trial Examiner Batten: I wanted to ask you with respect to Respondent's Exhibits 1 and 2. I notice in Respondent's Exhibit 1 that Mr. Cutler was appointed as director. Now, has any person connected with the War Shipping Administration advised you, either verbally or in writing, that either of these [47] orders was intended or is applicable to the class of people that we are considering in this hearing? Or is that your personal interpretation of it?

The Witness: The question is whether any member of the War Shipping Administration stated that to me?

Trial Examiner Batten: That's right.

The Witness: No, sir, they have not.

Trial Examiner Batten: In other words, is that yours or your company's interpretation of this security order? I mean, to comply with it it would be necessary to refuse passes, is that right ?

The Witness: Yes, sir.

Mr. Guntert: Were you through, Mr. Examiner?

Trial Examiner Batten: Yes, I am through.

Q. (By Mr. Guntert) Captain, has the War Shipping Administration, or any federal office that you know of, advised that those orders do not include representatives of organizations such as labor unions? A. No, sir.

Trial Examiner Batten: Of course, it has always

(Testimony of Waldo Hammond Wilder.)

been the customary practice to issue those passes, hasn't it, up to the time that you issued this instruction on the basis of these orders?

The Witness: I don't know of a pass being issued by my company since before the war, just about the time of the war. [48]

Trial Examiner Batten: Is there any reason, Mr. Wilder, that you discontinued issuing passes before you received these orders?

The Witness: I was at sea until midsummer, sir. What transpired previous to my taking this shore position I do not know, sir.

Trial Examiner Batten: These are October, 1942.

The Witness: I became port captain in October, 1942.

Trial Examiner Batten: What date?

The Witness: October 8th, as I recall.

Trial Examiner Batten: And when you took charge had the order already been issued revoking passes?

The Witness: I had received orders from the manager of the Marine Department that all passes had been revoked; that they were not issuing any passes.

Trial Examiner Batten: So prior to the issuance of Security Order No. 1 and 2, Respondent's Exhibits 1 and 2, you had already revoked passes?

The Witness: I hadn't revoked passes, no, sir.

Trial Examiner Batten: The company had?

The Witness: The company had. Taking the

(Testimony of Waldo Hammond Wilder.)

word of the Marine manager, they had, yes, sir, prior to my acceptance of this position.

Mr. Gunter: Is that all, Mr. Examiner?

Trial Examiner Batten: Yes. [49]

Q. (By Mr. Guntert) Captain, speaking of passes, do you know to whom passes were issued?

A. Well, in years gone by all those passes were issued to slop chest venders.

Mr. Guntert: Mr. Examiner, I don't know whether the captain is very familiar with that or not, but for the record I would like to say that the Richfield has never issued any passes to any representatives of any organizations, except pursuant to contracts.

May I have Respondent's Exhibits 3 and 4 marked for identification.

(The documents referred to were marked for identification as Respondent's Exhibits 3 and 4.)

Q. (By Mr. Guntert) Captain, I am handing you what have been marked for identification as Respondent's Exhibits 3 and 4 and ask you what they are.

A. No. 3: "Regulations for Tank Vessels within the Los Angeles-Long Beach defensive sea area."

No. 4: "War regulations for protection of waterfront petroleum terminals, Los Angeles and Long Beach harbors, prepared by the Captain of the Port, Los Angeles."

Q. Is Richfield required to conform with these regulations? A. Yes, sir.

(Testimony of Waldo Hammond Wilder.)

Q. Calling your attention to Respondent's Exhibit 3, which is a photostatic copy of the front cover, and pages 3 and 4, [50] I call your attention to the regulation which has a check mark indicated opposite. Would you tell us what that regulation is?

A. No. 7: "No person shall be admitted to a tank ship except upon establishing a reasonable necessity therefor. He shall be required to exhibit a badge or card."

Q. And on the next page there is another part checked?

A. "Identification is not a pass or license to go on board. Anyone who is present on board the vessel or the dock that appears inimicable to the war effort shall be excluded from the premises, despite possession of a valid identification."

Mr. Guntert: I would like to offer into evidence Respondent's Exhibit No. 3.

Trial Examiner Batten: Well, I don't know. This is apparently just a part of an order. Do you have the complete order?

Mr. Guntert: I have the complete order. That is the only regulation that was pertinent to this.

Trial Examiner Batten: I will not receive this, then, until counsel and the others have had an opportunity to look through the complete order, in case they have any objections to the receipt of a portion. In other words, you have selected a part. They may have other parts they desire to select.

Mr. Guntert: I am willing to put the whole order in, but I think it is not necessary. [51]

(Testimony of Waldo Hammond Wilder.)

Trial Examiner Batten: I will reserve decision on it until such time as counsel advise me they have looked over the entire order. That means, of course, that you may proceed to use it for purposes of examination.

Mr. Moore: I don't believe the record shows anything more than that these are regulations. I doesn't show now by whom they are issued.

Mr. Guntert: The captain testified they are issued by the Port Captain of the Long Beach-Los Angeles harbor area.

The Witness: The United States Coast Guard. It's a Government agency. It's the United States Coast Guard which is a part of the United States Navy.

Q. (By Mr. Guntert) Captain, I am handing you what is marked for identification as Respondent's Exhibit 4 and call your attention to the regulation with the check on it. Can you tell us what that is?

A. "... prevent access of persons to terminals who do not exhibit the authorized credentials and who do not have necessity for entering."

Mr. Guntert: I would like to offer that.

Trial Examiner Batten: I will reserve decision.

Mr. Guntert: This is the other one.

Trial Examiner Batten: This is not complete, is it?

Mr. Guntert: It is the same as the other. They are the pertinent portions of these regulations.

(Testimony of Waldo Hammond Wilder.)

Trial Examiner Batten: You mean they are what you think are the pertinent portions. Do you have the complete order?

Mr. Guntert: The complete order is here, and counsel is examining it.

Trial Examiner Batten: Counsel may examine them, and you will advise me after lunch whether you have any objections to the introduction of the part of the regulations.

Incidentally, did you men decide on the hours that you want to meet?

Mr. Guntert: Well, it will only take us just a very short time to complete our side of this.

Trial Examiner Batten: Well, of course, we won't finish before lunch, everybody, I presume.

Mr. Guntert: This is as good a stopping place now as any.

Trial Examiner Batten: I would suggest this: What do you want to do? Take an hour for lunch? Or do you want to take an hour and a half?

Mr. Lundeborg: I think an hour is good.

Trial Examiner Batten: What is that?

Mr. Lundeborg: I think an hour would be good.

Trial Examiner Batten: Is that agreeable, Mr. Guntert?

Mr. Guntert: Yes.

Trial Examiner Batten: Is that agreeable, counsel?

Mr. Moore: That is agreeable, yes.

Trial Examiner Batten: Suppose we reconvene



(Testimony of Waldo Hammond Wilder.)

at 1:15. [53] That will be an hour and five minutes.

Is there any objection?

(No response.)

(Thereupon, at 12:10 o'clock p. m., a recess was taken until 1:15 o'clock p. m. of the same day.) [54]

#### Afternoon Session

(The hearing was resumed at 1:20 o'clock p.m.)

Trial Examiner Batten: We will proceed. Will you resume the stand, Mr. Wilder, please?

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#### WALDO HAMMOND WILDER,

resumed the stand as a witness by and on behalf of the National Labor Relations Board, having been previously duly sworn, and was examined and testified further as follows:

Mr. Moore: I believe now, Mr. Examiner, that a ruling can be made on Respondent's Exhibits 3 and 4. We will have no objection to the introduction of photostats, provided that we may read a very little additional material appearing in these regulations into the record.

Trial Examiner Batten: Is that satisfactory to you, Mr. Lundeborg?

Mr. Lundeborg: That's all right.

Trial Examiner Batten: Well, then, Exhibits 3 and 4 will be received. You may at the proper time read such portions into the record as you care to.

(Thereupon the documents heretofore marked

(Testimony of Waldo Hammond Wilder.)

for identification as Respondents' Exhibits 3 and 4, and received in evidence.)

RESPONDENT'S EXHIBIT No. 3

REGULATIONS FOR TANK VESSELS

WITHIN THE

LOS ANGELES-LONG BEACH

DEFENSIVE SEA AREA

(Cut of Naval Insignia)

Prepared by

the

Captain of the Port

Los Angeles, California

Eleventh Naval District

- (2) The fire hydrant, fire hose and valve nearest to his post,
- (3) The vessel's own general alarm control nearest to his post,
- (4) The city fire alarm box on shore nearest to his post,
- (5) The available telephone nearest to his post.
- (e) Guards on tankships will be instructed as to their duties. They will be limited to men of satisfactory vision, hearing and vigor. They will be responsible to resourcefully safeguard the premises from jeopardies that become apparent, though not ordered in their specific task. One of the guards on duty shall be designated as the chief guard.
- (f) Guards will halt and challenge persons before they approach within striking distance. During the night when there is a military, naval, cus-

(Testimony of Waldo Hammond Wilder.)

toms or other guard within hail, such guards shall be called upon to stand alert while the ship's guard examines the identification and credentials of a stranger. The photograph and personal description of strangers shall be carefully compared for resemblance.

#### Acceptable Identification

7. No person shall be admitted to a tankship except upon establishing a reasonable necessity therefor. He shall be required to exhibit a badge or card having

- (a) A photograph of, and resembling, that person,
- (b) That person's brief personal description, and
- (c) That person's finger print.

(The badge or card must have been issued by a creditable organization that has filed the finger prints with the Federal Bureau of Investigation.)

(d) The badge or card must have been issued by a creditable organization known to require reasonable proof of the person's stated citizenship.

8. Identification cards or badges issued by the Coast Guard and other naval and military forces, seaman's certificates, valid passports, war industry employer's cards and other credentials of like character which include (a), (b), (c) and (d) as above are acceptable. Less authentic identification is not satisfactory to the Captain of the Port. Persons not exhibiting satisfactory identification shall be refused admittance to tankships.

9. Guards shall beware of glib persons propos-

(Testimony of Waldo Hammond Wilder.)

ing to gain admittance by presentation of identification not meeting the requirements.

—3—

10. Military, naval, federal, police and fire fighting forces may, when properly uniformed, be passed aboard as the occasion requires, when identified as such.

11. An identification is not a pass or license to go on board. Anyone whose presence on board the vessel or the dock appears inimical to the war effort, shall be excluded from the premises, despite possession of valid identification.

#### Enemy Aliens

12. No enemy alien will be permitted to tankships or waterfront premises to which tankships are moored, unless in possession of an especial permit issued by the Captain of the Port, subsequent to 25 June, 1942.

#### Boiler Fires

13. Tankships loading or discharging inflammables shall extinguish furnace fires unless the master and chief engineer submit a signed statement that the ships vapor venting and compartmentation is such that it will be safer under the circumstances to maintain steam pressure than to extinguish the boiler fires. Due regard shall be taken as to scotch as compared to express-type boilers and the need for fire fighting facilities for which the ship's own power plant is required. When there is a reasonable doubt the fires will be extinguished, the master will

(Testimony of Waldo Hammond Wilder.)

be responsible then to see that all compartments on, facing, open and adjacent to parts of the loading dock are at all times kept tightly closed off from apertures leading to the furnaces. Before the transfer of inflammables to or from vessels with boiler fires, the terminal superintendent shall certify on the statement submitted by the master and chief engineer that loading of the vessel under the conditions existing will be permissible at the terminal for that time. The aforesaid certificates will be prepared in triplicate, one of which will be retained on board for exhibition to inspecting officers. The statement of the master and chief engineer will not be delegated to subordinate officers and they are cautioned to prepare the certifications before departing from the vessel.

14. Tankships are NOT required to keep steam for getting under way on short notice when by maintaining boiler fires the vessel would be jeopardized while laden with inflammables.

#### Galley Fires

15. Galley fires shall be extinguished before the transfer of grades A, B and C, nor shall galley fires be lighted until it is ascertained after the loading or discharging that vapor conditions are not a hazard. While tankships are at bulk loading docks the galley doors and air ports facing the deck on the side to which hoses are attached, shall be closed.

(Testimony of Waldo Hammond Wilder.)

RESPONDENT'S EXHIBIT No. 4

WAR REGULATIONS

FOR

PROTECTION OF WATERFRONT

PETROLEUM TERMINALS

LOS ANGELES-LONG BEACH HARBORS

(Cut of Naval Insignia)

Prepared by the

Captain of the Port

Los Angeles, California

Eleventh Naval District

War Regulations

for

Protection of Waterfront Petroleum Terminals

Los Angeles-Long Beach Harbors

General

1. Owners, agents, operators and lessees of waterfront oil terminals are requested to safeguard their premises in order to protect the storage and facilitate the transfer of petroleum products to the armed forces and the industries of the United States. The purposes of the following regulations are to:

(a) Prevent access of persons to the terminals who do not exhibit the authorized credentials and who do not have necessity for entering.

(b) Light and fence the terminals so efficiently that malicious persons will not venture attempts to break in or to enter by stealth.



(Testimony of Waldo Hammond Wilder.)

(c) Illuminate the terminals so that night operations may be conducted without mishap and for the detection of persons attempting to molest the terminal, or vessels at the docks.

(d) Select and train competent men for the operation of the terminal facilities and for the guarding of the premises.

(e) Fix the responsibility for the loading of tankships and tank barges, so that persons, facilities and vessels will not be needlessly jeopardized.

(f) Minimize the accumulation of waterfront oil storage in order to decrease the danger to persons, vessels and harbor facilities, resultant from enemy attack.

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Mr. Moore: I shall do that now, and I shall ask counsel for the respondent to observe this while I read it. I am reading now from Respondent's Exhibit 4, page 4, Section 18, which reads as follows:

[55]

“Militarized guards shall be provided at all times to prevent undetected entry to the property at any point, to supervise and control entry at gates and to exclude unauthorized persons.”

Section 20 reads as follows:

“(a) Main gate guards shall (1) prevent entry of unauthorized persons or vehicles, (2) check articles and materials entering gate, (3) check and

(Testimony of Waldo Hammond Wilder.)

list authorized visitors into and out of terminal."

Reading from the same exhibit, page 6, item 25:

"Guards shall admit only persons exhibiting a pass or identification as follows: (a) a photograph of and resembling that persons, (b) that person's brief personal description, (c) that person's fingerprints."

Under that in parenthesis:

"The badge or card must have been issued by a creditable organization that has filed the fingerprints with the Federal Bureau of Investigation."

Still under Section 25:

"(d) The badge or card must have been issued by a creditable organization known to require reasonable proof of the person's stated citizenship."

Section 26 reads as follows:

"Identification cards or badges issued by the [56] Coast Guard and other Naval and Military Forces, seamen's certificates, valid passports, war industry employers' cards and other credentials of like character, which include (a), (b), (c) and (d) of Article XXV are acceptable. Less authentic identification is not satisfactory to the Captain of the Port. Persons not exhibiting satisfactory identification shall be refused admittance to vessels or waterfront facilities."

Mr. Guntert: I have no objection to that going in at all.

Trial Examiner Batten: Any objection, Mr. Lundeborg?

Mr. Lundeborg: No.

(Testimony of Waldo Hammond Wilder.)

Mr. Guntert: I want to point out, however, that in dealing with entry into terminals. That is the regulation with respect to terminals. The other one is respecting vessels.

Mr. Moore: That is all.

Trial Examiner Batten: How about Respondent's Exhibits 1 and 2?

Mr. Moore: With respect to the foundation?

Trial Examiner Batten: Those were complete, I guess.

The Reporter: They were received.

Trial Examiner Batten: They were received?

The Reporter: Yes, sir.

Trial Examiner Batten: Well, that takes care of the matter [57] up to the present time.

Were you through, Mr. Guntert?

Mr. Guntert: Yes.

### Redirect Examination

By Mr. Moore:

Q. Mr. Wilder, when a tanker comes into port who, not a member of its crew, goes aboard the vessel ordinarily?

A. Myself for one, possibly one of the terminal representatives to talk with the loading officer with respect to the cargo, the port steward, that is, the Richfield Oil Corporation port steward, and the Richfield Oil Corporation port engineer; possibly the manager of the marine department of the Richfield Oil Corporation, if he so happens to be there at the time.

(Testimony of Waldo Hammond Wilder.)

Q. And anyone else?

A. No, sir. Well, there is the guards.

Q. What guards?

A. The guards that you mentioned a moment ago.

Q. By whom—— A. Militarized guards.

Q. Beg pardon? A. Militarized guards.

Trial Examiner Batten: Do they remain on the vessel as long as it is in port?

The Witness: Yes, they or the relief. [58]

Q. (By Mr. Moore): Does anyone else go aboard regularly? A. No, not regularly.

Q. Does anyone else ever go aboard?

A. I mentioned work parties here a while ago in connection with taking stores. There is one that not regularly goes aboard. He is in connection with the control of vermin, vermin extraction.

Trial Examiner Batten: Is he an employee of Richfield or some company employed by them?

The Witness: He is contracted for.

Q. (By Mr. Moore): He is what?

A. Contracted for.

Q. What does he do aboard?

A. Examines to see if there are vermin on there, and he takes measures to combat the vermin if there are any.

Q. The company contracts with him to do that?

A. Yes, sir.

Q. Is that all that he does? A. Yes, sir.

(Testimony of Waldo Hammond Wilder.)

Q. Does anyone else ever go aboard the ships, the tankers, rather?

A. Not without permission, as I recall.

Q. Does anyone else ever go aboard with permission?

A. There is a possibility of a laundry serviceman taking personal property of the crew aboard. The ship's laundry is [59] left on the dock, however. If he has to collect money from one of the crew, if he is aboard, why, and the crew man is on duty, he might take it to him. Otherwise, why, it's held until the next trip.

Q. What authority does he have to go aboard the ship?

A. He gets my permission. I delegate the chief officer or the loading officer that it will be permissible for him to go aboard for that particular purpose only.

Q. Now, is there anyone else to whom you give permission to go aboard the ship?

A. Not that I recall.

Q. Is it ever necessary to send messages from the company's office to the ship?

A. That message would be called aboard.

Q. Will you explain that?

A. You asked if there is anybody else like messages sent to the ship, what kind of a message?

Q. Messengers, I say.

A. No, sir.

Q. No messengers go between the company offices and ship?

A. No, sir.

Q. Is that because you have telephone service?

(Testimony of Waldo Hammond Wilder.)

A. We have telephone service on the docks.

Q. All the docks? A. Yes, sir. [60]

That is, I am speaking of our terminals. I can't say telephone service on all docks because I don't know all docks.

Q. When you say that there is telephone service to the dock, you mean that the telephone is on the dock or that it connects with the ship?

A. No. It's on the dock.

Q. Do the ship's officers go out on the dock to answer telephone calls?

A. Not when they are on duty. They are not supposed to leave their duty. There are several kinds of telephones. I would like to ask what telephone you are referring to. There is a company telephone, and there is a public telephone which is out of the gate. The man is sent out to the gate.

Q. In the event that you as a representative of the company are at the dock and want to get in touch with someone on the ship, how do you do it?

A. I would give one of the dockmen the message to deliver it to him, and he would call it aboard, the foreman of the dock.

Q. And the man with the message would go aboard to deliver the message?

A. I said he would call aboard. It's only a matter of speaking up.

Q. Oh, I see. You mean that he would relay the message by voice?



(Testimony of Waldo Hammond Wilder.)

A. I very seldom ever send for information such as that. [61]

Q. Is there ever any delivery of telegrams aboard the vessel?

A. They are received on the dock, not on the vessel.

Q. And who conveys them or takes them on the vessel?

A. If the telegram comes before the ship has arrived and I happen to be there, I take them aboard or the steward or the port engineer would take them aboard, or they would be given to one of the armed guards to take aboard.

Trial Examiner Batten: How about insurance companies? Do they ever have representatives who check the boats or go aboard?

The Witness: No, sir. They don't allow any solicitation.

Trial Examiner Batten: I don't mean solicitation. Do you carry your own insurance on your boats?

The Witness: Oh, the insurance on the vessel?

Trial Examiner Batten: Yes, on the vessel.

The Witness: In that case if there was a survey, there would be a special arrangement made. That would be out of necessity.

Trial Examiner Batten: My point is, doesn't your policy with the insurance company provide that their representatives have a right, under certain conditions, to go aboard the boat and make inspections?

The Witness: I have not seen anything on that,

(Testimony of Waldo Hammond Wilder.)

sir, since the war started. I presume they do have something that they [62] have a right to inspect the vessel. I haven't seen it, though.

Trial Examiner Batten: Well, of course, if the insurance company requested you——

Mr. Guntert: I think I can clarify that for you, Mr. Examiner, if you would care for me to.

Trial Examiner Batten: Yes.

Mr. Guntert: We carry insurance on our vessels, and we have the steamboat inspections, and that is the basis of determining the condition of the vessel. If she has a casualty, then surveyors are brought in. They are regular established, recognized firms of men who have knowledge of vessels and who form a survey party. They go aboard or take one of the vessels in dry dock, and the inspector is usually with the Master.

Trial Examiner Batten: They make a survey and a report, is that it?

Mr. Guntert: They make a written report.

The Witness: May I add something to that? I get the idea of the question now. I didn't comprehend it at first.

At such times the vessels are gas-free on those surveys. They are safe, in so far as danger from petroleum is concerned.

Trial Examiner Batten: Well, you mean under those circumstances the surveyor would go aboard?

[63]

The Witness: Not regularly, no, sir.

(Testimony of Waldo Hammond Wilder.)

Trial Examiner Batten: No, I don't mean regularly.

The Witness: On an emergency.

Trial Examiner Batten: In other words, there is nothing prohibiting them from going on at a time, if the situation warrants it, is there, if you give them permission?

The Witness: No. No, sir.

Mr. Guntert: They would ordinarily never go aboard without specific request to come aboard by the Master to make a survey.

The Witness: Yes, that is true.

Mr. Guntert: In other words, it is not like a fire insurance company or a casualty insurance company on shore installations.

The Witness: We have what they call periodical surveys, other than in the case of disaster and such as that.

Some of the Government inspection is on periodical surveys. When you mentioned persons coming aboard I didn't presume that you included the United States Navy Officials or the Army officials in uniform.

Q. (By Mr. Moore): Referring to Respondent's Exhibit 3, Regulations for Tank Vessels, do you know when those were promulgated?

A. They were promulgated previous to my acceptance of the position as port captain. Some of the directives of the [64] War Shipping Administration have come along since.

Mr. Guntert: I think it can be stipulated that

(Testimony of Waldo Hammond Wilder.)

these regulations are now in effect. They are dated in June of 1942.

Mr. Moore: May it be stipulated that they are dated June 22, 1942, or, rather June 28, 1942?

Mr. Guntert: And that they are presently in effect?

Mr. Moore: Yes.

Trial Examiner Batten: Is that stipulated and agreed, Mr. Lundeborg?

Mr. Lundeborg: Yes.

Trial Examiner Batten: Mr. Guntert?

Mr. Guntert: Yes.

Trial Examiner Batten: Mr. Moore?

Mr. Moore: So stipulated, and that the war regulations for protection of waterfront petroleum terminals, Respondent's Exhibit 4, with respect to that exhibit may it be stipulated that they were approved and promulgated September 4, 1942?

Mr. Guntert: Yes.

Trial Examiner Batten: Is that agreeable to you, Mr. Lundeborg?

Mr. Lundeborg: That is agreeable.

Trial Examiner Batten: Mr. Guntert?

Mr. Guntert: Yes.

Trial Examiner Batten: Mr. Moore? [65]

Mr. Moore: So stipulated.

Q. (By Mr. Moore): Mr. Wilder, you say that some times after the ships have finished their business at a dock, they anchor out in the Bay and then the men are at liberty to go ashore then. Is that true?

(Testimony of Waldo Hammond Wilder.)

A. Providing there is sufficient time to go ashore previous to departure.

Q. Do you know at the time you anchor how much time they are going to have?

A. Generally, yes, sir, providing orders don't interfere or the Navy doesn't change the orders. I don't always know, though, sir.

Q. Do you tell the unlicensed personnel when the sailing time is?

A. No, sir. They are told when to be aboard.

Q. They are told when to be aboard?

A. When to be aboard.

Q. Watches continue while you are at anchor, while the tanker is at anchor?

A. Yes, sir, so far as I know. I am not aboard when she is at anchor out there. If I should go aboard, it would be only for a moment or two.

Q. While the tankers are in port, is it ever necessary to do any repair work on them?

A. *Then* they are in port? [66]

Q. In port, yes.

A. Yes. That is where they would have repair work done.

Q. Is it ever necessary to do any work on them?

A. Why, certainly it is necessary to do work in port.

Q. In doing that work do you use the crew to do it? Or do you bring in men from the outside?

A. For repair work?

Q. Yes.

A. We bring in men from the outside, from

(Testimony of Waldo Hammond Wilder.)

shipyards. We generally go to a shipyard. For that matter, any repairs are very limited, as allowed by the authorities during the war for tankers.

Q. Is minor repairing done at the dock?

A. Non-metal repairs might be done. Any metal repairs would not be done at the dock.

Q. Do any repairmen come at the dock to make minor repairs? A. Yes, sir.

Mr. Moore: That is all, I believe.

Trial Examiner Batten: Is that repair work done under contract? I mean, you have certain companies that you have arrangements with?

The Witness: No, sir.

Trial Examiner Batten: Or do you just call anyone you can get?

The Witness: Oh, no. It's always shipyards or some [67] organization who repairs ships.

Trial Examiner Batten: I understand that. What I meant was, for instance, we will say in Long Beach you have a boat in. Is there some particular company, shipyard company, you always use?

The Witness: We find out which one would do the job at the time, sir. The way things are now you can't be choosy.

Trial Examiner Batten: Whoever can give you the emergency service, is that right?

The Witness: Yes, providing their work has been satisfactory. We don't take anybody.

Trial Examiner Batten: I understand that. They would have to satisfy you.



(Testimony of Waldo Hammond Wilder.)

The Witness: All employees have to pass the requirements of the Coast Guard and the Government as to identification, such as mentioned in one of those exhibits; and they wear a badge and they are required to show their identification before they are allowed on the ship.

Trial Examiner Batten: I assume no one, including yourself, is allowed without identification?

The Witness: No, sir. Mine is on here (indicating) when I am around the terminal at all.

Mr. Guntert: There is one question, if you are through, Mr. Examiner. [68]

#### Recross Examination

Q. (By Mr. Guntert) With reference to men going aboard from the shipyards for repair work, I believe you testified the vessel was gas free. Would you explain that and tell us if that makes the vessel more safe than when she is not gas free?

A. Well, any petroleum product, unless it's a solid product, such as coke, is highly inflammable if it is heated, and explosive also. It generates gas. Well, if a ship is going into the shipyard, the ship is put into condition where there is no petroleum products aboard, that is, where the work will be done, other than the ship's bunkers, the fuel oil.

Q. Then the danger of fire and explosion from such things as smoking, and things like that, would not be as great in a shipyard as at the dock?

A. No, sir. Before the work is commenced the ship is inspected by a certified chemist, and

(Testimony of Waldo Hammond Wilder.)

all compartments where cargo would be carried or had been carried or will be carried are inspected and a label placed, certifying that it is safe before any work is done in that surrounding section of the vessel.

Mr. Guntert: That is all.

### Redirect Examination

Q. (By Mr. Moore) Mr. Wilder, is it your opinion that you are prohibited by the rules of the War Shipping Administration [69] to grant passes to duly accredited union representatives?

A. I don't say we are prohibited. I don't know. I haven't seen anything. I don't say we are prohibited from issuing passes.

I testified this morning I was against passes, anyway. I didn't want people on the ships. I didn't want to have to identify people.

Trial Examiner Batten: Just a moment. That isn't the question. The question to you is whether any of these regulations would prohibit you from issuing to a properly accredited representative of the union a pass to go on the boat.

The Witness: I have no authority to issue passes, sir.

Trial Examiner Batten: That, of course, is not the answer. The question is whether it is the position of your company, we will say, that these regulations prevent the issuance of a pass to a duly accredited representative of a union to go on the boat?

(Testimony of Waldo Hammond Wilder.)

The Witness: I have been informed by the manager of the marine department of my corporation that they will issue no passes for safety reasons.

Trial Examiner Batten: Well, did he ever tell you that these regulations prevent the issuance of a pass to an accredited labor representative?

The Witness: No, sir, I don't think he did. [70]

Trial Examiner Batten: Did any government representative ever tell you that?

The Witness: No, sir.

Trial Examiner Batten: A representative of the Army, the Navy, the Coast Guard, the War Shipping Administration or any other department?

The Witness: In one particular instance there was orders issued that no passes be honored on a vessel that I commanded. That vessel was then under the United States Army.

Trial Examiner Batten: Well, I am asking you what is the situation now. Did any government representative tell you that you should not issue passes to accredited representatives of the union?

The Witness: No, sir.

Trial Examiner Batten: That is solely, as far as you know, an instruction of the manager of the marine department?

The Witness: As far as I am concerned, yes, sir, other than that case I quoted.

Trial Examiner Batten: Is the manager of the marine department going to be here?

Mr. Guntert: No.

(Testimony of Waldo Hammond Wilder.)

Trial Examiner Batten: Well, if he is not, I shall have to issue a subpoena for him. Do you want me to do that? Or can you arrange for him to be here?

Mr. Guntert: I think I can clarify that, Mr. Examiner. [71]

Trial Examiner Batten: I don't want you to clarify it. I want the man here that issued the order.

Mr. Guntert: I will stipulate to this: that we have never received instructions from any governmental organization, that is, any governmental branch that we were prohibited from issuing passes, nor have we been told that we could issue passes, nor have we been told that we could not issue passes to labor representatives or anyone else. I will stipulate to that much. Will that answer your purpose?

Trial Examiner Batten: Well, I don't know.

Mr. Moore: May I ask that the proposed stipulation be read?

(The record was read.)

Mr. Moore: That stipulation is acceptable.

Trial Examiner Batten: Mr. Lundeborg?

Mr. Lundeborg: Acceptable.

Trial Examiner Batten: It is not to me, however. I think the marine manager that issued this order is the man that ought to be here to testify.

My question to you was whether you would have him appear here today or tomorrow, or whether

(Testimony of Waldo Hammond Wilder.)

I shall issue a subpoena for him. That's my question.

Mr. Guntert: Whatever the Examiner wants. But I don't see the necessity of it.

Trial Examiner Batten: Well, perhaps you don't. I think [72] that in a case of this kind—after all, I have to make the first decision. I have to write a report here.

Now, I don't like to write a report ever unless the people who are concerned testify. I have had cases involving some question concerning labor organizations, and I just won't do it unless the labor representative who is responsible is available.

It may be that nothing may be accomplished by the examination of the marine manager, or whatever his name is. But I feel to have a complete record, Mr. Guntert, he should be.

Now, I have some questions I would like to ask him, and I don't think it will take very long. If you can have him here in the morning, that is perfectly satisfactory.

Mr. Guntert: I will have to communicate with him to find out.

Trial Examiner Batten: Well, you communicate with him when we have our next recess, and you can let me know. Any further questions of this witness?

Mr. Moore: No questions.

Mr. Ryan: Mr. Examiner, as I understand it, this marine man that you are just referring to

(Testimony of Waldo Hammond Wilder.)

now is an employee of the company and not an employee of any government agency?

Trial Examiner Batten: That's right. He is an employee of the company, is he not? [73]

Mr. Guntert: Yes, sir. He is the manager of the marine department.

Trial Examiner Batten: He is the manager of the marine department. In other words, he is the boss of the marine department, is that true?

Mr. Guntert: That is correct.

I guess that is all, Mr. Wilder.

Mr. Lundeborg: These oil companies are also agents for the War Shipping Administration. In other words, the marine manager, if he comes in here, he is an agent directly from the War Shipping Administration.

Trial Examiner Batten: Well, Mr. Wilder, he is on the payroll of the Richfield Oil Company, is he not? I don't care who he is an agent of.

Mr. Lundeborg: I mean the marine manager, Mr. Examiner, which he referred to a little while ago.

Trial Examiner Batten: Yes. But he is *he* paid, as I understand it—as Mr. Wilder has just said—by the company.

Mr. Lundeborg: And the Government pays him. Mr. Wilder is paid indirectly by the United States Government.

Trial Examiner Batten: I think we all are. I think during the present emergency there are very



(Testimony of Waldo Hammond Wilder.)

few people that aren't paid either directly or indirectly by the Government.

Mr. Guntert: I don't think that is a correct statement, Mr. Lundeberg. [74]

Mr. Lundeberg: It is, indeed.

Trial Examiner Batten: I don't care, if he is the man who issues the orders. I don't care who he works for or who pays him.

Mr. Lundeberg: I would like to see him myself.

Mr. Moore: Mr. Guntert, may it be stipulated that all shipping companies on the Coast are controlled by the War Shipping Administration in the same manner that Richfield Oil Corporation is?

Mr. Guntert: No, because I don't think that is correct. I don't see that that would be material here.

Trial Examiner Batten: Well, of course, I don't know. But my understanding is that there isn't a shipping company operating that isn't under the control and administration of the War Shipping Administration.

Mr. Guntert: That is almost correct. There are some that are not, or at least some of their vessels are not. But as far as the tankers are concerned, I am sure that that is so.

Trial Examiner Batten: Well, are you willing to stipulate and agree that all the companies who operate tankers are now in a similar position as your company so far as the War Shipping Administration is concerned?

Mr. Guntert: I don't know that they are. I

(Testimony of Waldo Hammond Wilder.)

know some of them have different types of contracts. [75]

Mr. Moore: I propose that in order to shorten time. But we can have testimony on it.

Trial Examiner Batten: All right. That is all, Mr. Wilder.

(Witness excused.)

Mr. Moore: I will call Mr. Lundeborg.

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### HARRY E. LUNDEBERG,

called as a witness by and on behalf of the National Labor Relations Board, having been first duly sworn, was examined and testified as follows:

#### Direct Examination

Q. (By Mr. Moore) Will you give your full name, please? A. Harry Lundeborg.

Q. What is your employment, Mr. Lundeborg?

A. I am the secretary-treasurer of the Sailors Union of the Pacific, which is the executive office, and I am the president of the Seafarers International Union of North America, which is an organization of seamen, fishermen and fish canneries workers on the Atlantic, the Gulf, the Great Lakes and Pacific Coast, affiliated with the American Federation of Labor.

Q. How long have you held the office of secretary-treasurer of the Sailors Union of the Pacific?

A. Since January, 1936.

(Testimony of Harry E. Lundeborg.)

Q. How long have you held the position of president of the Seafarers International Union of North America? [76]

A. Since October, 1938.

Q. Beg pardon? A. Since October, 1938.

Q. Prior to becoming secretary-treasurer of the Sailors Union of the Pacific, what experience had you had; what business had you been in?

A. I have been a sailor all my life. I have been sailing since I was 14 years old, sailing on decks, able bodied seaman, as a boatswain, as a mate in sailing ships, second mate in steamers. I have a license from the United States Government, second mate's license for steam, and I have sailed as boatswain in some of the biggest ships on the Coast, and able bodied seaman for 20 years.

Q. Where have you had that experience?

A. I sailed along the Pacific Coast from 1923 to 1934. Prior to that I sailed out of England, out of Australia, out of New York, out of South America and under various nationalities and flags.

Q. Have you sailed on different kinds of ships?

A. I have sailed on all kinds of ships: steamers, tankers, sailing vessels, schooners, square rigged ships, passenger vessels.

Q. In your present capacity as officer of the two unions, you have mentioned—I will withdraw that.

Is the Seafarers International Union, Engine Division, [77] affiliated with the organization of which you are president?

(Testimony of Harry E. Lundeborg.)

A. Yes. That is the Pacific District Division of the Seafarers International Union.

Q. Now, in your capacity as an official of these two labor organizations, what generally are the duties that you perform?

A. I negotiate agreements. I appear before various government bureaus, such as the Maritime Commission, the War Shipping Administration. I appear once in a while before Congressional Committees dealing with seamen's legislation, and I settle disputes which arise under various agreements. I appear before Port Committees consisting of labor representatives and unions and ship-owners on behalf of our organization, and I am on the banking committee of the union, a trustee, and so forth.

Q. Now, what procedure does the Sailors Union of the Pacific and Seafarers International, Engine Division, follow in negotiating collective bargaining contracts?

A. We elect a committee from each port on the Coast which meet with the operators, and I am acting as the chairman of the negotiating committee. These committees elect——

Q. How long have you done that?

A. I have done that since 1935. Prior to taking office I was elected on various committees while I was a sailor.

Q. Has it been your experience that shipowners generally deal as an association, or do they deal individually? [78]

(Testimony of Harry E. Lundeborg.)

A. Our experience in the dry cargo vessels and the passenger vessels is that the shipowners deal as an association. In our dealings with the oil tanker companies, in 1938 we dealt with them as a body. In other words, they have what they call the "Tanker Fleet Association" on this Coast, composed of operators of tankers. And in the previous negotiations with these people, in 1938 we met with a representative from Richfield, General Petroleum, Hillcone Steamship Company, and Tidewater Associated Oil. That is what they call the small tanker operators on this Coast. There is only one more, which is the Standard Oil Company of California.

Q. Now, is it your procedure to enter into and sign written agreements with companies operating ocean-going vessels?

A. Yes. We attempt to negotiate agreements, and then after it is referred back to the membership for approval or disapproval. Then if it is approved, then we sign it, sign agreements for yearly periods. However, we recently signed an agreement with an oil tanker company on this Coast, the Tidewater Associated Oil, for a two-year period; and besides the month of May, 1942, we signed, together with Admiral Land, the Chairman of the War Shipping Administration, a stipulation which will freeze our agreements for the duration of the war. In other words, we will keep the same agreements as we have already

(Testimony of Harry E. Lundeborg.)

negotiated for the duration of the war [79] without any changes in them.

Q. Now, after you have negotiated a contract with a company or an association of companies, is it ever necessary or has it ever been necessary in your experience to adjust any differences or grievances arising under that contract?

A. Oh, yes. That is an every-day occurrence. As a matter of fact, every agreement we negotiate has the stipulation in the agreement dealing with labor relations, what we call "port committees", machinery set up to handle disputes arising under the various clauses of the agreement.

Q. Is the settling of those grievances that arise under a contract an important part of your duties?

A. A very important part of the duties.

Q. Will you state what procedure the Sailors Union of the Pacific and the Seafarers International, Engine Division, have set up to handle those grievances?

A. Well, when the crew on board a vessel or an individual member have any dispute dealing with the agreement he works under, he usually brings that into port. It isn't taken up on the voyage, except, for instance, if there is a question about food, then they might ask the skipper or complain to the skipper if it's too bad. Otherwise they wait until they get into port. Then they call one of the union representatives, one of their elected delegates down, and turn the dispute over to him. He then takes it up with the [80] master



(Testimony of Harry E. Lundeborg.)

of the vessel or the chief mate or the chief engineer, whoever it may be. If they can't settle the dispute between themselves to the satisfaction of everybody, then it is turned over to the shore representative. The big shipowners, they have what they call the "port committee". We call upon them to have a meeting to deal with the subject. But first we go through the channel of settling it aboard the vessel, because there may be various reasons. There may be such a thing as the quarters being rotten, and the ship maybe needs a fumigation; the mattresses might be old and they want to renew the mattresses. The food might be rotten. It is our duty to check up to see if their complaint is legitimate or not, and we don't back up a beef except its legitimate.

Q. In carrying out that procedure has it been customary for a representative of those unions to board the vessels?      A. Yes, we board——

Q. Where the grievance arises?

A. We have passes to board 470 ships on the Pacific Coast under agreements with the various ship owners. The only ones we have not passes with is the Richfield, the General Petroleum and the Standard Oil. All other vessels on this Coast, we have passes, including two oil tanker companies: the Tidewater Associated Oil Company, which we recently signed an agreement with on November 18, 1942, granting us passes, and with the Hilleone Steamship Company which granted [81] us passes

(Testimony of Harry E. Lundeborg.)

to all our representatives on a coastwise scale in January, 1943.

These particular companies—we won an election and were certified by the National Labor Relations Board later than we were with Richfield Oil Company.

Q. These passes that you speak of: are they good only for the home port of the company involved?

A. No. We have passes for every port of the Pacific Coast where these vessels stop. In other words, we have passes at Seattle, Honolulu, San Pedro, Portland, Oregon, San Francisco; in the case of one oil company, the Hillcone Steamship Company, we also have passes to board their vessels in Port Arthur in Texas and also Tampa, Florida, due to the fact that one or two of the vessels is running *stead* out of those ports.

Q. Now, returning to the grievance procedure, what is the title of the representative of the union who boards the ship?

A. In the Sailors Union we call them “patrolmen.” Other unions possibly would call them “business agents.” I don’t know where the expression “patrolmen” comes from, except maybe they patrol all the vessels in the harbors. They have had that name since the organization was started in 1885.

Q. Is he also sometimes called a “shore delegate”?

(Testimony of Harry E. Lundeborg.)

A. Sailors don't call him that. They call them "patrolmen," [82] but that's exactly what they are: shore delegates.

Q. Have you ever been a patrolman?

A. Yes. I was a patrolman in the Port of Seattle for a period of nine months.

Q. Did you board ships in the course of your duties?

A. I boarded every ship that came into the Port of Seattle, including tankers.

Q. Would you state just the various steps that you took upon boarding a ship and thereafter?

A. Whenever I came aboard a ship I boarded a ship upon arrival of the ship and went to the ship's delegate and asked him whether there was any trouble aboard the ship or——

Q. Who is the ship's delegate?

A. The ship's delegate is one of the crew members appointed by the union to protect the men aboard the ship and also to see that the agreements are lived up to. In other words, he is there for the protection of both the company and the men. No chiseling is done from either side.

Q. All right.

A. Then he gives me his dispute. Maybe, for instance, the ship has been in some other port and the men have been working overtime. Then the mate says he doesn't want to pay that particular overtime. Well, according to our agreement, that man might be entitled to it. So the delegate, he turns it over to me. I take it up with the mate

(Testimony of Harry E. Lundeborg.)

or the skipper [83] and argue the question of that overtime dispute from another port. In most cases we are able to settle it there. If we can't settle it there, then we have to take it up with the company's representative.

Q. When you say "there" you mean where? On the ship?

A. On board the ship, yes, sir. That is *where* *handle* most of our disputes. Then there may be such other question arise such as about food, which has been a very frequent trouble, and living quarters and sanitary conditions. Well, then, I am in the capacity as a patrolman or delegate, and I check on the food; I check on the quarters. I might look at the mattresses and see if they are rotten, and so forth, as the complaints say; and if they are, I take it up with the skipper and tell him "We want that changed because that is a violation of the agreement." And in most cases we are able to settle it that way.

Q. While you are on the ship? A. Yes.

Q. When the ship's delegates calls to your attention a condition that he believes constitutes a grievance, what do you do by way of investigating his statement?

A. I check directly myself. Say, for instance, if he complains about the food or the quarters or the utilities, for instance, some of these companies, including the Richfield Oil, instead of giving the men crockery ware to eat from they [84] give them in some instance tinware which is not sani-

(Testimony of Harry E. Lundeborg.)

tary and unhealthy. And in a case like that I want to see for myself if some of these men aboard the ship don't pull a fast one.

We don't argue a dispute, except it's legitimate.

Q. Has it been your experience that grievances, complaints may be made by crew members that are not justified?

A. Oh, yes. There is several times somebody has made a complaint that is not justified, and after investigating the complaint and whoever is the shore delegate, say, "Well, it's not legitimate. It's no complaint. We won't do anything about it."

Then, of course, the shore delegates, due to the fact that the vessel may not be in port long, the shore delegate is also authorized to collect the union dues.

It's very important that a man keeps his dues paid for his own benefit because should the ship go out and the man was not in good standing with the union and the ship should founder, then he wouldn't be entitled to a shipwreck benefit. Or should he die or be killed, then his relatives wouldn't be able to get his burial benefit if he was not in good standing. So these seamen lots of times haven't got time to get up to the hall. So we have got to handle that directly so every union representative, shore representative, is an authorized dues collector at the same time. [85]

Q. The unions you represent do provide the benefits that you have been speaking of?

A. Yes.

(Testimony of Harry E. Lundeborg.)

Q. Has it been your experience that collection of dues on board the ship is the most feasible way to get dues collected?

A. Oh, yes. The men insist that you take it aboard the ship because they are paid off. Usually when they get into harbor they are paid off. They get paid for the voyage, and so forth. They want to pay up their union dues. As a matter of fact, they call in to the hall time and again and say "Come down and collect some dues. We are in bad standing and want to get straightened out before we leave."

Q. Do the Sailors Union of the Pacific and the Seafarers International Engine Division have regular meetings of their membership?

A. They have meetings every Monday night, and of course, in a coastwise scale, in every port where we maintain a union office.

Q. Where do you maintain union offices?

A. We maintain union offices on the Pacific Coast in the ports of Honolulu, San Pedro, San Francisco, Portland, Oregon, Seattle, Washington, and Vancouver, British Columbia. And we also have, of course, on the Atlantic and the Gulf, the Atlantic and Gulf divisions. They are located in every [86] major port on the Atlantic Coast and they hold the same meetings.

Q. Your headquarters are where, Mr. Lundeborg?

A. Headquarters in San Francisco.

Q. Is that where your office is?

A. That's right, yes, sir.



(Testimony of Harry E. Lundeborg.)

Q. Are you familiar with the places where Richfield Oil tankers dock in the San Francisco Bay area?      A. Yes, I am.

Q. At what address in San Francisco is your headquarters?      A. 59 Clay Street.

Q. Do you have any other office in the San Francisco Bay area?

A. We have one at Richmond, Point Richmond at Richmond proper in the Labor Council over there.

Q. How far from your office in San Francisco is Point Orient?      A. Approximately 22 miles.

Q. Have you ever traveled to Point Orient from your office?      A. Lots of times, yes, sir.

Q. How long would it take you?

A. It all depends. If you have your own car you can make it in about 45 minutes. Of course, you can't do it now with the 35 mile speed limit. But if you are going to depend on the best facilities, then it may take you about two to three hours on the one way, because you have got to wait. [87]

Q. Have you traveled to Oleum?      A. Yes.

Q. How long would it take you to go from your headquarters to there?

A. Approximately the same amount of time.

Q. Would the same be true of Avon?

A. No. Going up to Avon it would take me about an hour. It's about 40 miles from San Francisco.

Q. In your car, you mean?      A. Yes.

Q. And by public transportation how long?

(Testimony of Harry E. Lundeborg.)

A. I would say if you are lucky and you can get a train, the train only goes during certain times of the day. You can go down in an hour on the train if you happen to catch the train. Otherwise, it would take you about four hours to wait.

Q. With reference to these membership meetings that you have, is it possible for tanker personnel, unlicensed tanker personnel, to attend those meetings regularly?

A. Should they be lucky and be in town, in port on a Monday night, they could. But that doesn't happen that way very often. And those men, they are only in port for a limited period from 16 to 24 hours, and they are laying away from the cities. It takes them some time to get in and out, and naturally they want to go home and see their people if they [88] have any, or they want to go to a show because they only get a few hours. So it's very hard for them to——

Q. Now, you have described at some length the procedure for adjusting grievances where the union has passes to board ship. Has the union established any procedure for dealing with grievances where it is unable to board the ships of which it represents employees?

A. No, we haven't established anything like that.

Q. Why not?

A. Because you can't handle a grievance today without being on board a ship, going on board a ship. I haven't heard or seen a case yet with no steamship company. As a matter of fact, the com-

(Testimony of Harry E. Lundeborg.)

pany themselves insist that we go on board the ship and check up.

Q. Has that happened in your experience?

A. It happens every day. The port captain of the big steamship companies on this coast call our representatives up, call me up. As late as a week ago the marine manager who operates the biggest oil tanker in the Pacific Coast, the tanker Quebec, Mr. Ames of the Hillcone Steamship Company, called me up and insisted I go on board the ship and take a look at the vessel and to see if there was any complaints or anything. He wanted to get it settled because the vessel was due. He was proud of his ship and wanted to show us. That is the biggest oil tanker in the Pacific Coast, [89] recently put in order. As a matter of fact, it is owned by the United States Government but operated by Hillcone Steamship Company for them.

Q. Mr. Lundeborg, will you give some of the reasons, based upon your experience, why it would not be possible to adjust grievances without having access to the ship?

Mr. Guntert: I am going to object to that, Mr. Trial Examiner. I have been rather patient and have been interested in listening to this. But I object to this whole line. I don't see its materiality. The particular question is assuming that it is not possible to adjust grievances. As a matter of fact, grievances have been settled with our company not aboard ship.

(Testimony of Harry E. Lundeborg.)

Trial Examiner Batten: Well, of course, the question to the witness is why it isn't possible to adjust them without boarding ship. I think it is a proper question. I think this man ought to know whether it is or is not possible.

Now, what weight would be given to his testimony is another question. I think your objection goes to the weight that would be given to it and not to the admissibility of it.

You may tell us.

The Witness: The reasons that you can't adjust disputes without going aboard a ship is (1) the men aboard the ship, if they have a dispute they want it settled before the ship and the only way you can do it and settle it is right on the [90] job; and (2) if a dispute is going to be handled, you will have to check up on the dispute properly; (3) if one of the men aboard the ship takes it up himself and complains to the company without the backing of the union delegate, they will usually fire him because they class him as a disrupter and agitator. After all, the master aboard the ship, he is the law aboard the vessel. A seaman is naturally reluctant to go up and to take it upon himself to argue with the skipper while he is on the ship's payroll because if he should stress his argument too much and the skipper wouldn't like it, and the company wouldn't like it, they would just fire him; that's all. They will find some reason to get rid of him.

We have numerous examples of that. That is one reason why they insist upon having their own

(Testimony of Harry E. Lundeberg.)

spokesmen come down, the spokesmen they elect. They are all seamen themselves, all men who handle disputes are seamen. They can't hold office in our union unless they have had three years sailing experience.

Q. (By Mr. Moore) Mr. Lundeberg, do you have with you a copy of the constitution of your organization?

A. No, I haven't got it with me here. But I can bring it up here. I can bring it up from the San Pedro branch. I will have it up here for you.

Trial Examiner Batten: Well, is that for the purpose of [91] proving they are a labor organization?

Mr. Moore: No.

Trial Examiner Batten: Or for other reasons?

Mr. Moore: To show the qualifications of patrolmen. I think that I will just ask Mr. Lundeberg what they are. He knows.

Q. (By Mr. Moore) What are the qualifications of a patrolman, Mr. Lundeberg?

A. The qualifications for a patrolman in our union and any official: first of all, they must be citizens; secondly, they must be bona fide seamen with three years government discharge to prove so that they have sailed for three years.

Q. Do they receive any training in addition to that?

A. That's my job, to train the new men in labor relations, explain the agreement to me, and so forth.

(Testimony of Harry E. Lundeborg.)

Q. Do those men work directly under your supervision?

A. On a coastwise scale, yes, they do.

Mr. Moore: Will you mark this Board's Exhibit 2, for identification, please?

(Thereupon the document referred to was marked as Board's Exhibit No. 2, for identification.)

BOARD'S EXHIBIT No. 2—Rejected

AGREEMENT

Between

SAILORS' UNION OF THE PACIFIC

And

STEAMSHIP COMPANIES

In the

Intercoastal And Offshore Trade

And the Alaska Lines

Dated: November 4, 1941

Geertz Printing Co. (Label) San Francisco

This Agreement, entered into this 4th day of November, 1941, between the Sailors' Union of the Pacific, hereinafter referred to as the "Union," and  
Admiral Oriental Line.

American-Hawaiian Steamship Company.

American Mail Line.

American President Lines, Ltd.



(Testimony of Harry E. Lundeborg.)

Board's Exhibit No. 2—Rejected—(Continued)

Alaska Steamship Company.

Alaska Transportation Company.

Coastwise Pacific Far East Line.

W. R. Grace & Co. (as Agents for Grace Line, Inc. Pacific Coast West Coast Mexican Central American Panama Service of Grace Line, Inc.) and (Pacific Coast South American Service of Grace Line, Inc.)

Luckenback Gulf Steamship Company, Inc.

Matson Navigation Company.

The Oceanic Steamship Company.

Pope and Talbot, Inc.

(McCormick Steamship Company Division)

(All services except Steam Schooner Trade).

Northland Transportation Company.

Pacific Lighterage Corporation.

Pacific Republics Line

(Moore-McCormack Lines, Inc.)

Santa Ana Steamship Company.

States Steamship Company.

Pacific-Atlanta Steamship Company (Quaker Line).

Sudden & Christenson

(Arrow Line-Intercoastal Service).

Shepard Steamship Company.

The Union Sulphur Company, Inc.

Weyerhaeuser Steamship Company.

hereinafter referred to as the "Employers,"

(Testimony of Harry E. Lundeborg.)

Board's Exhibit No. 2—Rejected—(Continued)

Witnesseth, As Follows:

General Rules

Section 1. The Employers agree to recognize the Sailors' Union of the Pacific as the representative for the purpose of collective bargaining for their unlicensed personnel.

Section 2. The Employers agree to give preference in employment to members of the Sailors' Union of the Pacific, and to secure their unlicensed deck personnel through the offices of the Union.

Section 3. The Sailors' Union of the Pacific agrees to (3\*) furnish capable, competent, and satisfactory employees.

Section 4. The Sailors' Union of the Pacific does not claim jurisdiction over Cadets, when such are required to be carried on mail contract vessels.

Section 5. The Union agrees that the Employers shall have the right, in their discretion, to reject men furnished who are considered unsuitable and unsatisfactory. In case any person is rejected, the Union agrees to furnish a prompt replacement. When any person is rejected, the employer shall furnish a statement in writing to the Union stating the reason for the rejection. If the Union feels that any rejection has been unjust and has worked a hardship on the person, the Union shall without delay take the matter up with that particular employer and attempt to secure an adjustment.

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\* Page numbering appearing at foot of page of Original Printed Agreement.

(Testimony of Harry E. Lundeborg.)

Board's Exhibit No. 2—Rejected—(Continued)

Section 6. If a satisfactory adjustment cannot be secured with the Employer, the Union shall thereupon refer the matter to the Port Committee, and the Port Committee shall then hear the case and may order any adjustment that the circumstances in its judgment may warrant.

Section 7. The Employers agree not to discriminate against any man for legitimate Union activity.

Section 8. The Employers agree to recognize one employee on each vessel, designated by the Union, to act as the delegate and representative of the Union, whose duty shall be to see that the members of the Union on that vessel observe the agreement, and at the same time that the rights and interests of such members under this agreement are protected.

Section 9. The Sailors' Union of the Pacific recognizes that at times replacements must be secured at ports where there are no branches of the Union, and the Union therefore agrees not to discriminate against such replacements when vessels arrive at ports where regular branches of the Union are maintained. The Employers, however, shall make every reasonable effort to secure the services of members of the Union, and the delegate of the Union shall assist in this respect.

Section 10. Members who are in good standing with the Union may remain continuously in employment on the same vessel provided the Employers and the members desire such employment to continue.

(Testimony of Harry E. Lundeborg.)

Board's Exhibit No. 2—Rejected—(Continued)

Section 11. A Port Committee shall be established at the Port of San Francisco. The Committee shall consist of (4) six members; three to be appointed by the Union and three by the Employers.

(a) The duties of the Port Committee shall be to investigate and adjudicate all grievances and disputes which may arise between any of the parties and to take the necessary steps to secure compliance with this agreement, and to prevent violations. At the request of either party the Port Committee shall meet within twenty-four (24) hours.

(b) The Employers and the Union shall appoint representatives at Seattle, Portland, and San Pedro to hear and adjudicate disputes arising at such ports, but no decision involving a basic interpretation of this agreement shall become effective unless approved by the Port Committee at San Francisco. In the event the representatives at any of such ports fail to agree on any matter it shall be referred to the Port Committee at San Francisco for decision.

(c) In the event the Port Committee at San Francisco fails to agree on any matter, it shall be referred to a referee whose decision shall be rendered promptly in writing and shall be final and binding.

(d) Referees shall be appointed by a Board of four persons not directly connected with either party, two of whom shall be named by the Union

(Testimony of Harry E. Lundeborg.)

Board's Exhibit No. 2—Rejected—(Continued) and the other two by the Employers. Appointments shall be in writing, signed by any three members of the Board. If three members of the board are unable to agree within three (3) days, Sundays and holidays not included, then the Senior Circuit Judge of the Federal Bench, or the Senior District Judge of the Federal Bench in San Francisco will be added to the Board to break the deadlock. Each party shall have three challenges which must be exercised within twenty-four (24) hours after appointment; after a referee is challenged new appointments shall be made until challenges are waived or exhausted. The expenses of any referee shall be borne equally by the Union and the Employers. When it becomes necessary to appoint a referee the Board of four (4) persons referred to herein, shall be named within three (3) days time, Sundays and holidays not included.

Section 12. There shall be no strikes, lockouts, or stoppages of work during the period of this agreement for any cause.

Section 13. (a) Members of the Deck Department shall perform the necessary and customary duties of that department; each member of the Deck Department shall perform only the recognized and customary duties of his (5) particular rating. Any work necessary for the safety of the vessel, passengers, crew or cargo, or for the saving of other vessels in jeopardy and the lives therein, or when in port or at sea in the performance of



(Testimony of Harry E. Lundeborg.)

Board's Exhibit No. 2—Rejected—(Continued)  
fire, lifeboat or other drills, shall be performed at any time, and such work shall not be considered overtime.

(b) When lifeboat or other drills are held on Saturday afternoons, Sundays or holidays, preparation for such drills, such as stretching fire hoses, hoisting or swinging boats out, shall not be done prior to signal for such drills, and after drill is over, all hands shall stand by until boats and gear are properly secured, without payment of overtime.

Section 14. The members of the Union will comply with all lawful orders of superior officers and with all company rules not inconsistent with this agreement.

Section 15. The Union shall not interfere with the performance of work outside of the general scope of this agreement, provided such work is customary in the particular trade, and is arranged for with the employees by the employers on mutually satisfactory terms and conditions; nor shall the Union or its members interfere with the performance of any work by other employees; provided it is customary in particular trades to employ other employees to perform such work.

Section 16. Employers shall only be required to comply with the law and regulations of the Bureau of Marine Inspection and Navigation in all matters relating to manning, quarters, and equipment, construction and arrangement of the ship.



(Testimony of Harry E. Lundeborg.)

Board's Exhibit No. 2—Rejected—(Continued)

(Upon request any vessel subject to the provisions of this agreement shall be inspected by a joint committee representing the Union and the Employers and when checked and passed by the committee, their decision shall be final.)

Section 17. This agreement is binding with respect to ships operating in the particular service appearing after the signature of the steamship companies parties to the agreement respectively, and if no particular service is specified, to all ships operated by them.

Section 18. This agreement governs only the relations between steamship companies and the Union, and the wages, hours, and working conditions for unlicensed deck department personnel of the steamship companies.

Section 19. Any crew member engaged and discharged at United States Pacific Coast or Island ports of the Pacific on account of lay-up of a ship, who has been employed (6) fifteen days or less, shall be given immediate first-class transportation and subsistence to the port of engagement; or if transportation and berth are not provided, a sum equal to the current tariff rate for fare and berth plus subsistence at the rate of \$3 per day. If a crew member is entitled to transportation under the foregoing provision and neither rail nor bus facilities are available, he shall receive transportation on company vessels with meals and berth equivalent to crew's quarters.

(Testimony of Harry E. Lundeborg.)

Board's Exhibit No. 2—Rejected—(Continued)

(b) Any crew member discharged at any port except as provided in subdivision (a) of this Section because vessel is withdrawn from service for any cause except shipwreck, he shall receive not less than first class transportation and berth plus subsistence at the rate of \$3 per day and wages to the home port or port of engagement. When bus or rail service are not available, transportation with meals and berth equivalent to crew's quarters and wages will be provided.

(c) No transportation shall be allowed should a man be discharged by mutual consent before the termination of the articles.

(d) Members paid off under Section 19 (a) or 19 (b) shall be entitled, at their option, to the following cash equivalent:

Los Angeles—San Francisco .....	\$ 21.00
Los Angeles—Portland .....	48.50
Los Angeles—Seattle .....	55.00
San Francisco—Portland .....	31.00
San Francisco—Seattle .....	38.00
Portland—Seattle .....	18.00
Coast Ports—Atlantic Ports .....	125.00
Coast Ports—Gulf Ports .....	92.50

(e) Members hired in Honolulu and paid off under Section 19 (a) and 19 (b) shall be entitled at their option to the following cash equivalent:

If paid off in West Coast ports.....	\$ 40.00
If paid off in East Coast ports.....	125.00

(Testimony of Harry E. Lundeborg.)

Board's Exhibit No. 2—Rejected—(Continued)

Section 20. The Employers shall furnish safe gear and working equipment and safe working conditions when in any harbor or roadstead.

Section 21. Any vessel going into war zones, areas rendered unsafe by virtue of hostilities, shall be subject to special negotiations with regard to increase of wages or bonus or other special benefits. (7)

The Union agrees that no sailings shall be delayed because of failure to reach a prompt agreement, but that, if it becomes necessary, the prescribed steps for adjustment of the dispute shall be followed subsequent to the vessel's departure.

Section 22. This agreement shall be binding upon the respective parties for the period of October 1, 1941 to and including September 30, 1942, and shall be considered as renewed from year to year thereafter between the respective parties hereto, unless either party hereto shall give written notice to the other of its desire to amend or terminate the same. Any such notice shall be given at least thirty (30) days prior to the expiration date and after notice has been given specific proposals must then be submitted and negotiations commenced within ten days. If such shall not be given, the agreement shall be deemed to be renewed for the succeeding year.

The wages set forth in this agreement with the emergency increases specified herein shall be subject to review semi-annually hereafter from the

(Testimony of Harry E. Lundeborg.)

Board's Exhibit No. 2—Rejected—(Continued)  
effective date of this agreement at the request of  
either party.

### Wages

Section 1. The classification and minimum rates of wages of the deck department is attached hereto.

(a) In vessels of 10,000 to 15,000 gross tons, basic wages of Chief Boatswain and Carpenter shall be not less than \$105 per month.

(b) In vessels of 15,001 to 20,000 gross tons, basic wages of Chief Boatswain and Carpenter shall be not less than \$110 per month.

(c) In vessels where Boatswain's mates are carried, the basic wages shall be \$92.50 per month.

(d) Members of the crew who are required to wear uniforms, such as Quartermasters and Night Watchmen on passenger ships; and where special uniforms, blue, white caps and extreme cleanliness are demanded, and where uniforms are not furnished by the Company, shall be paid wages at a rate of not less than \$10 per month more than the regular able seamen.

(e) The ship's Carpenter will furnish his own tools and shall be paid \$7.50 additional per month.

### Working Rules

Section 1. The regular overtime rate shall be 85 cents per hour. (8)

Section 2. In port, the hours of labor shall be eight (8) hours between 8 a.m. and 5 p.m. and all work performed in port after 5 p.m. and before 8 a.m. shall be paid for at the regular overtime rate.

(Testimony of Harry E. Lundeborg.)

Board's Exhibit No. 2—Rejected—(Continued)

Section 3. (a) When vessel is in port and watches are broken and men are called back to work after 6 p.m. and before 8 a.m., or on Saturday afternoons, Sundays and holidays for the purpose of shifting ship in inland waters a minimum of two (2) hours' overtime shall be paid for each call, except when men are knocked off for a period of one hour or less, in which case time shall be continuous.

(b) When sea watches are set, crew members shall be required to report on board and be available for duty not less than one hour before time posted on sailing board.

If the vessel's departure is delayed and the delay is due to the loading or discharging of cargo, the new time of departure shall immediately be posted on the board and if such delay exceeds one (1) hour the watch below may be dismissed and shall receive one (1) hour's overtime for such reporting. This section includes the watch on deck on Saturday afternoons, Sundays and holidays.

Section 4. In port, Quartermasters shall be required to stand gangway watches and Night Watchmen and Stationmen their regular night watches between the hours of 5 p.m. and 8 a.m. without payment of overtime (except on Saturday afternoons, Sundays and holidays).

Stationmen's duties shall consist of the following: Sounding bilges, care of deck lights, relieve Quartermasters, and stand wheel watch. (When



(Testimony of Harry E. Lundeborg.)

Board's Exhibit No. 2—Rejected—(Continued)

Stationmen are required to rig up or handle cargo lights between the hours of 5 p.m. and 8 a.m. Saturday afternoons, Sundays, or holidays, they shall be paid overtime for such work performed.)

Watchmen shall be required to make their regular round of the key stations and punch the clocks.

Section 5. In port, work on Saturday afternoons, Sundays, and holidays shall constitute overtime except as follows:

(a) Work preparatory to anchoring or leaving anchorage, mooring or unmooring to or from buoy, buoys or piers.

(b) Except as otherwise provided in this agreement, the regular duties of the watch on deck on days of arrival or days of departure shall not constitute overtime.

(c) If watch on deck are required to break out mooring (9) lines on Saturday afternoons, Sundays or holidays, when such days are days of arrival, such time shall be overtime.

Section 6. Work performed at sea in excess of eight (8) hours between midnight and midnight of each day, except work done for the safety of passengers, cargo, ship or crew, shall be paid for at the regular overtime rate.

Section 7. (a) If cargo if not properly secured before going to sea and the watch below is required to secure such cargo, they shall be paid overtime for such work performed.



(Testimony of Harry E. Lundeborg.)

Board's Exhibit No. 2—Rejected—(Continued)

If the watch on deck is required to perform such work after 5 p.m. or before 8 a.m., Saturday afternoons, Sundays, and holidays, they shall be paid overtime for such work performed.

(b) On vessels arriving in port the watch on deck may be required to handle cargo gear including hoisting booms, stripping tarpaulins, etc., without payment of overtime between the hours of 8 a.m. and 5 p.m., but shall be paid at the overtime rate when required to take off hatches or hatch beams prior to anchoring or mooring of the vessel.

#### Work on Passenger Vessels at Sea

Section 1. No work except for the safe navigation of the vessel shall be performed at sea after 5 p.m. and before 8 a.m., and on Saturday afternoons, Sundays, and holidays except as listed below:

The watch on deck between the hours of 5 p.m. and 8 a.m. shall be required to perform the following work without payment of overtime on passenger vessels:

- (a) Cleaning paint work;
- (b) Barberizing;
- (c) Washing or sweeping down decks;
- (d) Washing windows;
- (e) Polishing brass;
- (f) Wiping rails.

If the watch on deck between the hours of 5 p.m. and 8 a.m., Saturday afternoons, Sundays, or

(Testimony of Harry E. Lundeborg.)

Board's Exhibit No. 2—Rejected—(Continued)  
holidays are required to wash or paint masts, high ventilators, and king posts or are required to wash or barberize boat covers or awnings, they shall be paid overtime for such work performed.

Section 2. On Saturday afternoons, Sundays and holidays at sea, the crew shall be required to do the necessary work for the safe navigation of the vessel. (10)

If the watch on deck Saturday afternoons, Sundays, or holidays are required to wash down, they shall be paid overtime for such work performed. However, the watch on deck may be required to sweep down during such hours without payment of overtime.

#### Work on Freighters at Sea

Section 1. No work except for the safe navigation of the vessel is to be done after 5 p.m. and before 8 a.m. Sanitary work shall be done between 6 a.m. and 8 a.m. without payment of overtime.

Sanitary work under this section shall mean cleaning wheel house and chart rooms, cleaning windows and mopping out wheel house, washing down bridge decks and cleaning Sailors' quarters and washrooms.

Only necessary sanitary work shall be done on Sundays and holidays.

Section 2. When members of the deck crew are required to clean tanks which have been used for the purpose of transporting fluid cargo, such as Fuel Oil, Molasses, Cocoanut Oil, etc., they shall

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receive as extra compensation for performing such work 85c per hour during straight time hours and \$1.15 per hour during overtime hours. Company shall furnish boiler suits for this operation.

Section 3. Molasses: When washing tanks after discharging Molasses, the Boatswain and six men will be used and two tanks will be cleaned simultaneously.

Section 4. Fuel Oil: When washing tanks after discharging of Fuel Oil, Boatswain and six men will be used cleaning one tank at a time and using hose not in excess of 2½ inches, two men in the tank at one time.

Section 5. When Sailors are required to go on the dock to sling up hose and lowering same to dock between 8 A. M. and 5 P. M. no overtime to be paid.

Section 6. When Sailors are required to go on dock to handle, and-or connect or disconnect hose between 8 a.m. and 5 p.m., overtime to be paid.

Section 7. When men are required to clean bilges they shall be paid \$1.05 per hour during straight and overtime hours.

Section 8. (a) Members of the deck crew shall be required to clean and sweep cargo holds on their watch on deck without payment of overtime for such work.

(b) When required to clean holds where Potash, Soda (11) Ash, Sulphur, or Ore in bulk have been carried, the men performing such work shall be

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paid 85 cents per hour straight time and \$1.15 per hour overtime.

When a consignment of Cement in sacks of 25,000 or more has been carried on a particular voyage, and members of the Deck Department are required to clean the compartments in which such Cement has been carried, they shall be paid 85 cents per hour straight time and \$1.15 per hour overtime for such work performed on such voyage.

(c) When crew is required to lay dunnage they shall be paid at the overtime rate for such work performed.

Section 9. (a) In all ports, members of the Deck Department may be required to chip, scale, prime and paint the vessel oversides; either in port or at sea; members of the Deck Department may be required to chip, scale, prime or paint messrooms, lockers, storerooms, inside alleyways or inside work, cargo spaces, deck houses, etc. Overtime shall be paid when Sailors are required, either in port or at sea to chip, scale, prime or paint enclosed alleyways amidships or paralleling crew's quarters, messrooms, pantry or laundry and all forecastles, lavatories, washrooms, lockers and storerooms which are not used by the Deck Department.

(b) In ports where the company employs a regular shore gang for the purpose of performing this work, this practice shall not be interfered with.

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Section 10. When members of the deck crew are required to work dynamite or handle explosives, they shall be paid \$1.45 per hour for such work.

Section 11. In outports, where there are no regular longshoremen, members of the crew may be required to drive winches or handle cargo and for such work they shall be paid at the rate of \$1.05 per hour straight and overtime.

Section 12. Crew shall be paid overtime when handling mail.

Section 13. (a) On vessels not carrying a Carpenter, a competent member of the unlicensed deck department may be required to do this work and when required to use Carpenter's tools he shall be paid at the rate of 85 cents per hour during straight time and \$1.15 per hour during overtime hours. (12)

(b) Members of the crew actually engaged in handling Carpenter's tools assisting the Carpenter shall be compensated at the rate of 25 cents per hour.

(c) Carpenter shall shore up cargo and do carpenter work aboard the vessel.

(d) Carpenters shall be required to stand by the windlass when mooring or unmooring or anchoring.

(e) In port, when Carpenters are required to take soundings after 5 p.m. and before 8 a.m., Saturday afternoons, Sundays and holidays, they shall be paid overtime for such work performed.

Section 14. When members of the crew are re-

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quired to use spray guns they shall be paid 25 cents during straight time hours for all outside work, and for any inside work done in an enclosed compartment they shall be paid 85 cents per hour during straight time hours and \$1.15 per hour for overtime hours.

Section 15. The watch on deck may be required to handle hatches, strongbacks, tarpaulins, tank covers, during straight time hours (8 a.m. to 5 p.m. week days, 8 a.m. to 12 noon Saturdays) without payment of overtime.

Section 16. When Sailors are required to clean Steering Engine or Steering Engine Bed, they shall be paid overtime for such work performed. However, Sailors may be required to clean Steering Engine Room and grease Tiller Chains in their watch on deck during straight time hours without payment of overtime.

#### Ships' Stores

Section 17. (a) Sailors may be required to handle deck stores both on the dock and on board ship during regular hours without payment of overtime.

Regular working hours are defined to mean—8 a.m. to 12 noon, 1 p.m. to 5 p.m. week days; and 8 a.m. to 12 noon Saturdays.

(b) When Sailors are required to handle Stewards' or Engine Room stores, both on dock and aboard ship, they shall be paid overtime at the regular overtime rate.



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(c) Daily supplies of fresh provisions such as milk, bread, and vegetables shall be brought on board by Sailors when required to do so without payment of overtime.

(d) Ships' officers shall determine the number of Sailors to be used in handling ships' stores. (13)

(e) The company reserves the right at any time to use shore gangs to handle ships' stores.

Section 18. Watchmen shall be required to stand an eight hour watch any time between midnight and midnight, without payment of overtime and shall receive one night off a week. This section refers to "Watchman's duties at sea."

Section 19. If ship does not carry a regular Watchman and a member of the deck department is required to act as Watchman in port, he shall be paid overtime for such time worked between the hours of 5 p.m. and 8 a.m., Saturday afternoons, Sundays and holidays.

Section 20. (a) Where actual overtime worked is less than one hour, payment for one hour will be allowed. Where overtime exceeds one hour, payment will be allowed for actual time worked but not less than half-hour periods.

(b) Time starts when men are called if they report for work within fifteen minutes. If they do not report within fifteen minutes time is to start from the time of reporting for duty and time shall count from the time men are turned to until they are released, including time of standing by.

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If men are knocked off for a period of one hour or less, time shall be continuous.

Section 21. When working overtime, the Deck Delegate shall compare time with the officer in charge of the work as soon as practicable after work ceases.

#### Watches

Section 1. (a) Sea watches shall be set not later than noon on the day of departure except when the vessel sails before noon, in which event sea watches shall be set not later than the departure of the ship for sea. The setting of sea watches earlier than provided herein shall be optional with the Master.

Section 2. When a vessel arrives from sea, watches must be maintained until 12 noon on such day of arrival. If arrival occurs after 12 noon, watches shall be broken when the vessel is moored at the loading or discharging berth.

Section 3. The calendar day is from midnight to midnight. If watches are set prior to the day of departure, any work performed by the members of the Deck Department from 5 p.m. to 12 midnight the day prior to day of departure is overtime.

Section 4. When the watch below is called out to work (14) they shall be paid overtime for work performed during their watch below.

Section 5. Quartermasters standing regular

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gangway watch and stationmen standing their regular watches on Saturday afternoon, Sundays, or holidays shall be paid overtime for such watches.

Section 6. The day the vessel arrives from sea to a port of call shall be considered the day of arrival and subsequent moves from that port occurring in inland waters, bays, rivers, and sounds shall be considered as moving ship.

Section 7. The following moves are exempt from the above section:

Puget Sound: All moves from American ports to British Columbia ports or vice versa.

Chesapeake Bay: Norfolk to Baltimore or vice versa.

New York Area: New York to Albany or vice versa. New York to Bridgeport or vice versa.

River Platte: Montevideo or Buenos Aires to Rosario or points above or vice versa.

Moves from Baltimore through the Chesapeake and Delaware Canal to Wilmington, Camden or Philadelphia or vice versa shall be considered a move of the ship and for such work after 5 p.m. and before 8 a.m., or Saturday afternoons, Sundays or holidays, shall be paid for at the overtime rate.

Section 8. On Freighters not less than a full watch shall be used on inland waters when ship is being moved.

Section 9. The day of departure shall be the day the vessel leaves for sea from the port from which

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the vessel is cleared and sea watches shall be set and maintained from that port.

Section 10. Rigging up or securing cargo gear shall be done by the watch on deck between the hours of 8 a.m. and 5 p.m. week days and 8 a.m. and 12 noon Saturdays without payment of overtime. Overtime shall be paid for such work when done in hours other than those stated.

Section 11. The Sailors shall while at sea be divided into three watches, which shall be kept on duty successively for the performance of ordinary work incident to the sailing and management of the vessel.

Section 12. If the Boatswain or Carpenter are required to stand watches due to the shortage of men, they shall receive (15) overtime for all watches stood on Saturday afternoons, Sundays and holidays.

### Holidays

The following holidays shall be observed as legal holidays in addition to Sundays:

New Year's Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Armistice Day, Thanksgiving Day, and Christmas.

When any of the above holidays fall on Sunday, they shall be observed on the following Monday.

When in West Coast ports of the United States, the unlicensed Deck Department personnel shall

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be granted any additional holidays granted by the employers to the longshoremen in such ports.

### Meals

Section 1. (a) Breakfast time shall be between 7:30 a.m. and 8 a.m.

(b) If the breakfast time is postponed beyond 8 a.m., overtime shall be paid until breakfast is given.

Section 2. (a) The crew shall have one unbroken hour for dinner while lying in any port or roadstead and no work shall be performed during such hours. The dinner hour shall be from 12 noon to 1 p.m., but may be varied not to exceed one hour either way to perform work as it is hereinafter specified:

(a) Work that is necessary for the safety of the vessel, her passengers, cargo, and crew;

(b) Landing of passengers, baggage and mail;

(c) Moving vessel;

(d) Departure of vessel.

If members of the crew are not given one full hour for dinner they shall be paid one hour's overtime in lieu thereof.

Section 3. Supper time shall be at 5 p.m., but may be postponed not to exceed one hour. One hour shall be allowed for supper but at no time shall the supper hour be advanced.

If the crew has less than one hour for supper and are required to turn to after 5 p.m. and before

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6 p.m. they shall be paid one hours' overtime in lieu thereof.

Members of the crew shall be given at least a half-hour for breakfast, dinner or supper; if members of the crew are given less than one hour for either breakfast, dinner or supper, (16) they shall be paid one hour's overtime in addition to actual time worked.

Section 4. If members of the crew work four or more hours between the hours of 6 p.m. and 3 a.m. they shall be served a hot lunch at midnight. This meal to be served either before or after working periods.

Section 5. In port, not more than fifteen minutes shall be allowed for coffee at 10 a.m. and 3 p.m., or at convenient times near these hours.

Section 6. When board is not furnished the crew shall receive 75 cents for breakfast, 75 cents for dinner, and 75 cents for supper and when compelled to sleep on shore on account of repairing, cleaning or fumigating the sleeping quarters, they shall receive one dollar and fifty cents (\$1.50) per night for rent.

Section 7. (a) All dishes shall be crockery ware.

(b) Mattress and pillow with cover, white sheets and sufficient blankets, towels and soap and matches shall be furnished to men on request; they to be responsible for the safekeeping of the same. Bed linen and towels to be changed weekly. When



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linen is not changed weekly each member of the crew shall be compensated by payment of \$2 for each week that linen is not changed.

Section 8. When men are hired for regular ship standby work in port and neither board nor lodging is furnished, the rate of pay shall be \$7.20 per day of eight hours. Men shall be paid a minimum of four hours at the straight time rate.

When men work under this stand-by clause, the overtime rate shall be time and one half.

Straight time hours shall be 8 a.m. to 12 noon, 1 p.m. to 5 p.m. week days; and from 8 a.m. to 12 noon Saturdays.

Section 9. When men are hired in port to shift ship to lay up requiring them to remain aboard at night, board and lodging shall be provided.

The straight time hours shall be from 8 a.m. to 12 noon and from 1 p.m. to 5 p.m. week days and from 8 a.m. to 12 noon Saturdays.

The straight time rate of pay for such work shall be 90 cents per hour. The overtime rate shall be \$1.35 per hour.

There shall be a minimum guarantee of \$8 plus one hour's traveling time for the shift.

Necessary transportation to or from the vessel shall be furnished by the vessel. (17)

#### Transportation

Men who are employed fifteen days or less and are laid off are to receive first class transportation

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and subsistence back to the port of engagement and at no time shall the company keep men on articles who would be entitled to transportation when the rest of the crew are signed off.

This section shall not apply to replacements for crew members removed by the Union, unless otherwise agreed upon.

#### Alaska Run

The following applies to vessels engaged in the Alaska Trade:

A. Sections 1 to 22, inclusive, of the "General Rules" shall apply.

B. In addition, the following rules and Working Rules and no others to apply.

Section 1. The classification and rates of wages to be as follows:

#### Wage Scale Attached

Section 2. On passenger vessels where seamen are assigned to duties as Quartermasters and when required to wear uniform and exercise care as to appearance for which they shall be paid \$10 per month above Able Seamen's rate. This does not apply to relief men.

The ship's Carpenter will furnish his own tools and shall be paid \$7.50 additional per month.

Section 3. (a) Rate of overtime shall be 85 cents per hour. When actual overtime worked is less than one hour, one (1) hour shall be paid.

When overtime exceeds one hour, payment will

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be allowed on actual time worked, but not less than one-half ( $1\frac{1}{2}$ ) hour periods.

(b) Continuous time will be paid men who are knocked off for two hours or less when they are working on overtime.

Continuous time clause to be interpreted as follows:

A. When members of the Deck Department are working either ship's overtime or cargo time and are knocked off for periods of two hours or less and are again required to turn to on ship's overtime or cargo time, their pay shall be continuous. (18)

B. When members of the Deck Department are working either ship's overtime or cargo time and are knocked off and subsequently turned to on watch time the continuous two-hour clause shall not apply.

C. When members of the Deck Department are shifted from "Watch Work" to "Ship's Overtime" or from "Watch Work" to "Cargo Time" (Section 3 (b) (continuous time clause) shall not apply.

D. When men on either ships overtime or on cargo time have been working beyond the even hour or half hour, and are dismissed, the time below to commence at the next quarter-hour period, regardless of time to which paid. Time on deck commences when men are called to turn to, provided they report for work within fifteen minutes.

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Example 1: Knocked off at 2:40 p.m.

Paid to 3 p.m.

Time below starts at 2:45 p.m.

Continuous time broken after 4:45 p.m.

Example 2: Knocked off at 2:10 p.m.

Paid to 2:30 p.m.

Time below starts at 2:15 p.m.

Continuous time broken after 4:15 p.m.

Example 3: Knocked off at 2:50 p.m.

Paid to 3 p.m.

Time below starts at 3 p.m.

Continuous time broken after 5 p.m.

Example 4: Knocked off at 3 p.m.

Paid to 3 p.m.

Time below starts at 3 p.m.

Continuous time broken after 5 p.m.

In connection with the foregoing examples, it is understood between both sides in cases where continuous time is broken that leeway of about two to five minutes will be allowed to avoid any possibility of misunderstanding or disputes as to the correct time.

Section 4. (a) Except at home port of Seattle, Sailors will load and discharge cargo as and when directed, for which they shall be paid \$1.05 per hour, day or night time, on or off watch, for any number of hours that may be worked.

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(b) Cargo work shall include handling, loading and discharging all kinds and types of cargo, mail, baggage, and express; and shall include raising, lowering and securing gear; taking off and putting on hatches and strongbacks, (19) cleaning tanks and laying dunnage to receive cargo, and work in connection with bulk cargo oils as defined in Section 4 (c).

(c) When required to handle oil hose and (or) move pumps or stand by hose, tanks or pumps in connection with pumping fish oil, such Sailors as directed by deck officer in charge to perform this work shall be paid the cargo rate.

Clarification—Section 4 (c)

When Sailors are not engaged in working cargo in Alaskan ports and revenue cargo bulk oil is being pumped aboard or ashore, not to exceed three men shall be required to stand by, shift hose or perform any other work required in connection with such operation for which they shall be paid overtime at the cargo rate of \$1.05 per hour for time actually worked, but not less than one hour.

In home port when pumping fish oil into tank cars, members of the Deck Department not to exceed four men including a Winchdriver, shall, when required, perform such work for which they shall be paid the cargo rate.

Unless directed by the Deck Officer in charge Sailors will not stand by or participate in the work of bunkering fuel, pumping oil from ship to ship,

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tanker or barge, or pumping fish oil into regular storage tanks.

(d) Two hours minimum to be paid any time cargo work is performed. Sailors shall, when turned to on cargo, work the full two hours either on cargo or ship's work, but shall be paid the cargo rate. When requested to work two full hours, Sailor or Sailors refusing to work full two hours shall only be paid for actual time worked, but not less than one hour. Two hour minimum shall be pyramided when men go to meals and continue to work thereafter. If men are turned to for less than one hour before meals, it shall count as one hour in computing the two-hour minimum. Cargo work in excess of two hours shall be computed in half-hour periods.

(e) When required by Master at gangplank, Quartermasters will be paid the cargo rate without penalties, while cargo is being worked by Sailors. If no cargo is being worked by Sailors, Quartermaster will stand regular watch at gangplank or other designated location without payment of overtime. Same rule applicable to crew member relieving Quartermaster. The company, at its discretion, may or may not require Quartermaster at the gangplank and can require Quartermaster to work cargo. (20)

(f) Regular Quartermaster on watch to be paid at the cargo rate when members of the Deck Department are turned to coming into port to raise gear, take off hatches, strong backs, etc.; and when leaving port, and members of the Deck Department



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are engaged in securing gear, placing strongbacks, hatches, etc., or securing cargo. The foregoing clause does not apply when men are turned to on ship's work.

(g) While vessel is working cargo, Sailors will not be knocked off cargo work to avoid paying cargo rate unless mutually agreeable to deck officer in charge and the Sailors; provided, however, that this shall not apply when in the judgment of the master it is necessary to knock off cargo work for the watch taking vessel to sea. It is understood that this shall not be used by the Master or chief officer in charge of the work for the purpose of discrimination. Any Sailor who refuses or fails to do work assigned in connection with cargo when such work is being performed, shall not be paid.

(h) When leaving or approaching home port and necessary to raise, lower or secure gear preparatory to loading or discharging cargo, Sailors so employed shall be paid a minimum of one hour at the cargo rate. If such work takes more than one hour, two-hour minimum shall apply.

When Sailors are required to handle hatches, strongbacks, express, baggage or mail, or perform stationmen's duties, two-hour minimum shall apply. When this work is done in addition to raising, lowering or securing gear, only two-hour minimum shall apply unless it requires more than two hours, then actual time shall be paid.

This rule is not intended to apply to customary Sailors' work in connection with hatches, gear,

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booms, strongbacks (unless such work is done preparatory to loading or discharging cargo), while shifting around harbor or for the safe navigation of the vessel.

Home port is considered all ports in Puget Sound area south of the Canadian Boundary Line.

(i) This section covers all members of the unlicensed Deck Department regardless of what work performed in connection with cargo.

(j) Where bona fide longshoremen are not available, Sailors shall have preference ahead of other members of the ship's crew to sling-up work at one hatch only. Winchdrivers, with one gear working, will alternate between winches and (21) hatchtending. When two gears are working and gangs are made up from ship's crews, Sailors shall have preference of hatch-tending at the second hatch.

(k) Members of the Deck Department will not be required to handle gear, strongbacks, hatches, etc., while vessel is under way in heavy weather or at night without proper lighting facilities. Every effort will be made to avoid delay to ship as long as such safety precautions are observed.

(l) When members of the Deck Department other than regular ship's winchdrivers are required to drive winches for the purpose of handling cargo, they shall be paid at the rate of \$1.55 per hour straight or overtime on or off watch. This section

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shall not apply in cases where the regular winchdriver may be relieved for short periods.

(m) Handling Mail, Baggage, and (or) Express on Regular Passenger Vessels While Under Way:

There shall be no less than the following members of the unlicensed Deck Department personnel paid and (or) employed at the cargo rate of \$1.05 per hour, with the understanding that the work is to be rotated among Winchdrivers and Hold Men as equally as possible:

One Boatswain supervising the work;

Regular Quartermaster on watch;

Winchdriver—not less than one Winchdriver to a hatch, standing by;

A.B.'s—As required, but not less than four men to a hatch.

Section 5. (a) Twenty-five cents (25c) per hour extra, shall be paid to each man, either daytime or night time, engaged in loading and discharging the following commodities:

Gypsum; cement; plaster; lime; creosoted lumber; soda ash; hay; sulphur; green and creosoted piling; all animal and fish fertilizer; decalite and sealite in sacks; phosphates; nitrates, bulk and sack; bulk salt; bulk grain; flue dust; coal; (sack, bulk); hides, tallow; manure, meals and other offensive material used as fertilizer; scrap metal cargoes; (bulk and mixed including bales, excluding rails); dynamite; dynamite caps; gun powder; blasting powder; bulk coke; empty cement sacks; ground redwood bark;

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rock glass; sack or bulk ore. For cleaning tanks in which bulk oils have previously been carried (company shall furnish boiler suits for this operation); and for all shoveling. For Sailors actually handling cargo inside cold-storage boxes, or refrigerators, where freezing temperature is maintained. Includes Sailor assigned to (22) duties of Stationman. Does not include coolroom boxes.

There shall be no extra payment for less than one-half hour's work for this kind of work.

(b) Sailors will clean and sweep cargo holds as and when directed. For cleaning holds where penalty cargo has been carried a penalty of 25c per hour shall be paid each man either daytime or night time engaged in cleaning that portion of the holds affected by the penalty cargo. There shall be no extra payment for less than one-half hour's work for this kind of work.

(c) If men are required to act as sling-tenders or hook-on men on board lighters in the Bering Sea, they shall be paid twenty-five (25c) per hour in addition to the cargo rate (\$1.05).

(d) When vessels are loading or discharging cargo and such cargo is required to be either slung up for discharging or stowed by hand while loading not less than 8 men shall be employed in the hatch.

Section 6. (a) The Sailors shall, while at sea, be divided into watches, as required by law, which shall be kept on duty successively for the performance

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of ordinary work incident to the sailing and management of the vessel.

(b) Work performed at sea in excess of eight (8) hours between midnight and midnight of each day except work done for the safety of passengers, cargo, ship or crew shall be paid for at the regular overtime rate.

(c) No work except for the safe navigation of the vessel and sanitary work between the hours of 6:00 a.m. and 8:00 a.m. shall be performed at sea after 5:00 p.m. and before 8:00 a.m. and on Saturday afternoons, Sundays and holidays without the payment of overtime.

(d) Sanitary work between the hours of 6 a.m. and 8 a.m. shall include the following: cleaning wheel house and chart room, windows, cleaning and mopping out wheel house.

Section 7. If cargo is not properly secured before going to sea and the watch below is required to secure such cargo they shall be paid overtime for such work performed.

If the watch on deck is required to perform such work after 5 p.m. or before 8 a.m., Saturday afternoons, Sundays and holidays, they shall be paid overtime for such work performed.

Section 8. (a) In home port, eight (8) hours shall (23) constitute a day's work from 8 a.m. to 12 noon and 1 p.m. to 5 p.m. week days and 8 a.m. to 12 noon Saturdays.

(b) The hours for day men, winchdrivers, deck



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boys and boatswain when on day work at sea shall be 8 a.m. to 12 noon and 1 p.m. to 5 p.m. week days and 8 a.m. to 12 noon Saturdays.

(c) Time worked in port, at port anchorages and roadsteads (defined as places where cargo or passengers are customarily loaded or discharged) on Saturday afternoons, Sundays and legal holidays and all work in home port beyond the regular working hours on week days, as defined in Section 8 (a), shall be paid for at the regular overtime rate, except such work as is necessary for the immediate safety of the vessel, her passengers, cargo or crew.

Section 9. (a) Departure. On days of departure from home port all watches shall be set not later than 12 noon.

If vessel leaves before noon, watches shall be set not later than one hour before departure.

(b) Arrival. On days of arrival in home port, watches must be maintained until noon or later, but crews shall be required to work eight hours on such days without payment of overtime. When watch below is called out to work they shall be paid overtime for work performed during their watch below.

When vessel arrives after noon, watches shall be maintained until vessel is safely moored at loading or discharging berth.

Section 10. (a) When vessel is in home port and watches are broken and men are called back to work after 6 p.m. and before 8 a.m. or on Saturday afternoons, Sundays and holidays for the purpose of



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shifting ship in inland waters a minimum of two (2) hours' overtime shall be paid for each call, except when men are knocked off for a period of two hours or less in which case time shall be continuous.

(b) Where men are ordered back to shift vessel in home port at 1:00 a.m. or later and before 6:00 a.m. they shall be entitled to a minimum of three (3) hours.

(c) When sea watches are set, crew members shall be required to report on board, and be available for duty not less than one hour before time posted on sailing board.

If the vessel's departure is delayed and the delay is due to the loading or discharging of cargo, the new time of departure (24) shall immediately be posted on the board and if such delay exceeds one (1) hour the watch below may be dismissed and shall receive one (1) hour's overtime for such reporting. This section shall apply to the watch on deck on Saturday afternoons, Sundays and holidays.

Section 11. (a) The crew shall have one unbroken hour for dinner while laying in any port or roadstead and no work shall be performed during such hour. Dinner hour shall be from 12 noon to 1 p.m., but may be varied not to exceed one (1) hour either way to perform work as it is hereinafter specified: (a) work that is necessary for the safety of the vessel, her passengers, cargo and crew; (b) landing of passengers, baggage and mail; (c) moving vessel; (d) departure of vessel. Breakfast time shall

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be between 7 a.m. and 8 a.m., supper time shall be at 5 p.m., but may be postponed not to exceed one (1) hour. One (1) hour shall be allowed for supper. If crew works overtime men shall be provided with hot lunch at 12 midnight. One (1) hour to be allowed for such meal. Lunch referred to in this section provided at midnight if vessel is working shall be a "hot lunch."

(b) When men off watch are called at 6 a.m. for breakfast, and eat breakfast between 6 a.m. and 7 a.m. and turn to immediately thereafter they shall be paid one hour overtime, for the time between 6 a.m. and 7 a.m.

(c) If the dinner hour or supper hour is postponed one hour for the purpose of working cargo, the men shall be allowed one hour at the cargo rate.

The following interpretations of the several meal hour provisions in the Agreement have been agreed upon:

1. Where crew eats between 11:00 p.m. and 12:00 midnight and works through on cargo, breakfast hour shall be between 6:00 a.m. and 7:00 a.m. Under this example crew has privilege of knocking off at 5:00 a.m. to await breakfast hour at 6:00 a.m. without penalty, or to work through to 6:00 a.m. and be paid for breakfast hour 6:00 a.m. to 7:00 a.m.
2. If cargo work is finished at 12:00 midnight and crew has worked on cargo two and one-half

(Testimony of Harry E. Lundeborg.)

Board's Exhibit No. 2—Rejected—(Continued)

hours or more, crew shall be entitled to hot meal at time knocked off.

3. Where crew is turned to on cargo work at 1:00 a.m. or prior to 3:00 a.m. and work through on cargo, breakfast hour shall be between 6:00 a.m. and 7:00 a.m. without penalty. If crew requested to eat between 7:00 (25) a.m. and 8:00 a.m., they shall be entitled to one hour's penalty.
4. Where crew is turned to on cargo work at 3:00 a.m. or later and work through on cargo, breakfast hour shall be between 7:00 a.m. and 8:00 a.m. If crew are requested to eat between 6:00 a.m. and 7:00 a.m. they shall be entitled to one hour's penalty.
5. Breakfast hour 7:00 a.m. to 8:00 a.m. If required to eat between 6:00 a.m. and 7:00 a.m. for 7:00 a.m. start on cargo work crew entitled to penalty hour.
6. Dinner hour 12:00 noon to 1:00 p.m.:
  - (a) Knocked off cargo work—12:20 p.m.  
Paid to—12:30 p. m.  
Meal hour—12:30 p.m. to 1:30 p.m., for which paid.  
Paid to—1:00 p.m.
  - (b) Knocked off cargo work—12:50 p.m.  
Meal hour—1:00 p.m. to 2:00 p.m., for which paid.

(Testimony of Harry E. Lundeborg.)

Board's Exhibit No. 2—Rejected—(Continued)

- (c) Knocked off cargo work—1:00 p.m.  
Paid to—1:00 p.m.  
Meal hour—1:00 p.m. to 2:00 p.m., for which paid.
- 7. Supper hour, 5:00 p.m. to 6:00 p.m.:
  - (a) Knocked off cargo work at 5:15 p.m.  
Paid to—5:30 p.m.  
Meal hour—5:30 to 6:30 p.m., for which paid.
  - (b) Knocked off cargo work—5:45 p.m.  
Paid to—6:00 p.m.  
Meal hour—6:00 p.m. to 7:00 p.m., for which paid.
  - (c) Knocked off cargo work—6:00 p.m.  
Paid to—6:00 p.m.  
Meal hour—6:00 p.m. to 7:00 p.m., for which paid.
- 8. 12:00 midnight to 1:00 a.m., if entitled to meal hour under Section 2, above:
  - (a) Knocked off cargo work—12:20 a.m.  
Paid to—12:30 a.m.  
Meal hour—12:30 a.m. to 1:30 a.m., for which paid.
  - (b) Knocked off cargo work—12:50 a.m.  
Paid to—1:00 a.m. (26)  
Meal hour—1:00 a.m. to 2:00 a.m., for which paid.
  - (c) Knocked off cargo work—1:00 a.m.  
Paid to—1:00 a.m.

(Testimony of Harry E. Lundeborg.)

Board's Exhibit No. 2—Rejected—(Continued)

Meal hour—1:00 a.m. to 2:00 a.m., for which paid.

9. 11:00 p.m. to 12:00 midnight, if entitled to meal hour under five hour spread account having worked through on cargo from 6:00 p.m.:

(a) Knocked off cargo work—11:15 p.m.

Paid to—11:30 p.m.

Meal hour—11:30 p.m. to 12:30 a.m., for which paid.

(b) Knocked off cargo work—11:45 p.m.

Paid to—12:00 midnight.

Meal hour—12:00 midnight to 1:00 a.m., for which paid.

(c) Knocked off cargo work—12:00 midnight.

Paid to—12:00 midnight.

Meal hour—12:00 midnight to 1:00 a.m., for which paid.

10. Where meal hour is advanced to 11:00 a.m. and-or 11:00 p.m. to commence working cargo at 12 noon or 12 midnight, and crew off watch are paid one hour's overtime for the advanced meal hour, watch on deck shall be entitled to similar payment.

Under no other circumstances shall the watch on deck be entitled to penalty meal hour.

Section 12. At no time shall more than five hours elapse between meals and one unbroken hour shall be allowed for dinner and supper.

(Testimony of Harry E. Lundeberg.)

Board's Exhibit No. 2—Rejected—(Continued)

Section 13. When working overtime later than 8:00 p.m., coffee and lunch shall be served at 9:00 p.m. and fifteen minutes shall be allowed for this lunch. Fifteen minutes shall be allowed for coffee at 3:00 a.m. if crew works all night.

Coffee time during the day shall be at 1:00 a.m. and 3:00 p.m. approximately. Not more than four men are to go for coffee at one time. When crew is split not more than two men shall go from each gang.

Section 14. When vessels are in commission and the men are on articles or port payroll and sleeping accommodations and (or) subsistence are not furnished, a cash allowance (27) of one dollar and fifty cents (\$1.50) per night for lodging and seventy-five cents (75c) per meal shall be allowed each member of the crew.

Section 15. In port when crew is sleeping on board, heat and lights to be furnished.

Section 16. (a) All dishes shall be crockery ware.

(b) Mattress and pillow with cover, white sheets and sufficient blankets, towels, soap and matches shall be furnished to men on request, they to be responsible for the safekeeping of the same. Bed linen and towels to be changed weekly. When linen is not changed weekly each member of the crew shall be compensated by payment of \$2.00 for each week that linen is not changed.



(Testimony of Harry E. Lundeborg.)

Board's Exhibit No. 2—Rejected—(Continued)

Section 17. Forecastles and messrooms shall be sealed and properly heated so as to be suitable for the northern run.

Section 18. The following holidays shall be observed as legal holidays:

New Year's Day	Labor Day
Lincoln's Birthday	Armistice Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Christmas
Independence Day	

When these holidays fall on Sunday, the following Monday shall be observed.

When in West Coast ports of the United States, the unlicensed Deck Department personnel shall be granted any additional holidays granted by the employers to the longshoremen in such ports.

Section 19. When mate calls Sailors off watch to turn to on ship's work or cargo work, overtime or cargo rate starts when men are called, provided they report for work within fifteen (15) minutes. If they do not report within fifteen (15) minutes, time is to start from the time they report for duty.

Section 20. Where a vessel is in port, port anchorage or roadstead over twenty-four hours, operators reserve the right to break watches.

Section 21. Stand-by Work In Port.

When men are hired for stand-by work in port and neither board nor lodging is furnished, the rate of pay shall be \$7.20 per day of eight hours. Men shall be paid a minimum of four hours. (28)

(Testimony of Harry E. Lundeberg.)

Board's Exhibit No. 2—Rejected—(Continued)

Stand-by hours in port shall be 8:00 a.m. to 12:00 noon and 1:00 p.m. to 5:00 p.m. weeks days and 8:00 a.m. to 12:00 noon Saturdays.

Overtime to be paid at the rate of \$1.35 per hour.

Section 22. Deck boys promoted at sea to take care of emergency shall be paid rate to which promoted.

Day men required to stand navigating watch to receive overtime for all watches stood on Saturday afternoons, Sundays and holidays.

Section 23. When a vessel is laid up the crew will be entitled to a full day's pay, plus three (3) meals. However, if the crew are laid off and are not paid off the same day they will be entitled to their room money in addition.

Section 24. Deck Watchmen on passenger vessels shall receive one day off per week.

Section 25. Except as to single pieces, the weight of slingloads while cargo is being loaded or discharged by ship's crew shall not exceed 2100 lbs.

Section 26. Where men are required to stand by the windless to moor, unmoor or drop the anchor, winch drivers shall do this work.

Section 27. It is agreed that changes in existing practices or interpretations of this agreement are to be made only as herein provided and neither party will otherwise issue instructions which will affect such changes unless mutually agreed upon.

(Testimony of Harry E. Lundeborg.)

Board's Exhibit No. 2—Rejected—(Continued)

Section 28. If members of the deck department are required to clean or paint closed passageways midships, messroom and midships toilets, galleys, storerooms, they shall be paid at the regular overtime rate. Sailors shall not be required to clean steering engine or steering engine bed.

Section 29. When vessel arrives in Seattle from Alaska and is kept in commission and is regularly scheduled (company's published schedule) to return to Alaska within seven (7) days from arrival, Sailors shall continue in the service of the vessel, on sea pay, during said period.

Section 30. When there is a difference of opinion resulting in a dispute between the employer and Union over the interpretation of any provision of this agreement, past or present practices under the agreement, or any other reason that causes a dispute, it is definitely agreed that the Employer, the Union and its membership are to observe and abide by the Port Committee machinery set up and provided for (29) under the General Rules of this agreement. If the Port Committee machinery does not settle the dispute prior to the scheduled sailing of a vessel involved in the dispute, it is agreed that neither the Union nor its membership shall directly or indirectly prevent the sailing of the vessel on schedule.

Section 31. In no event shall there be any pyramiding or duplication of overtime or cargo rate under this agreement.

(Testimony of Harry E. Lundeborg.)

Board's Exhibit No. 2—Rejected—(Continued)

Section 32. Seattle, Washington, is the home port under this agreement. Home port for any feeder vessels operating in Alaska shall be mutually agreed upon.

Section 33. Add Boatswain to crew of SS SUTHERLAND, and SS DELLWOOD. The MARY D will also be required to carry a Boatswain when operated by the Alaska Steamship Company.

Section 34. When sacked ore, requiring no stowage by hand, is dumped four men shall be employed in the hold.

Section 35. When crew member fails to stand his regular watch or fulfill his recognized obligations due to drunkenness, making it necessary for other crew members to perform his work, said crew members shall be compensated for additional work performed by the crew member or member failing to or being unable to report on account of drunkenness.

In Witness Whereof, the parties hereto have executed this agreement on the day and year first therein written.

SAILORS' UNION OF THE  
PACIFIC

(sgd) HARRY LUNDEBERG,

(Testimony of Harry E. Lundeborg.)

Board's Exhibit No. 2—Rejected—(Continued)

PACIFIC AMERICAN SHIP-  
OWNERS ASSOCIATION

(sgd) J. B. BRYAN,

President.

Acting on behalf of the  
aforementioned Steam-  
ship Lines. (30)

MEMORANDUM OF RATES OF PAY

Deck Department

Pacific American Shipowners Association  
and

Sailors' Union of the Pacific

BASE WAGE—EMERGENCY WAGE—  
OVERTIME WAGE

(Under Agreement dated November 4, 1941)

Rating	Basic Wages 10-1-41	War Emer- gency Increase 2-10-41	Total Wage 10-1-41
Boatswain*	\$95.00	\$17.50	\$112.50
Carpenter*	95.00	17.50	112.50
Boatswain's Mate	92.50	17.50	110.00
Carpenter's Mate	90.00	17.50	107.50
Storekeeper	87.50	17.50	105.00
Quartermaster	87.50	17.50	105.00
Able Seamen	82.50	17.50	100.00
Watchmen	82.50	17.50	100.00
Ordinary Seamen	65.00	17.50	82.50
Deck Boy	60.00	17.50	77.50

\* Vessels of 10,000 to 15,000 gross tons, wages shall be not less than \$105.00 plus \$17.50 War Emergency Increase. 15,001 to 20,000 gross tons, wages shall be not less than \$110.00 plus \$17.50 War Emergency Increase.

(Testimony of Harry E. Lundeberg.)

Board's Exhibit No. 2—Rejected—(Continued)

Ship's Carpenter will furnish his own tools and shall be paid \$7.50 additional per month.

Overtime Rate.....\$ .85 per hour

Stand-by Rate

Off-shore, Intercoastal

and Alaska Trades.....\$7.20 per day

\$1.35 per hour overtime

SS PERMANENTE, SS PHILLIP and  
SS WAIMEA,

Matson Navigation Company

(When operated as Cement Carrier)

Rating	Basic Wages 10-1-41	War Emer- gency Increase 2-10-41	Total Wage 10-1-41
Boatswain	\$110.00	\$17.50	\$127.50
Able Seamen	95.00	17.50	112.50
Ordinary Seamen	77.50	17.50	95.00

(31)

Overtime Rate .....\$ .90 per hour

Special Rate for—

(a) Cleaning Cement holds

8 a.m. and 5 p.m.....\$ .90 per hour

5 p.m. and 8 a.m.,

Saturday afternoons

and Sundays .....\$1.15 per hour

(b) Handling cargo equip-  
ment in connection

with loading and un-

loading Cement .....\$1.05 per hour



(Testimony of Harry E. Lundeborg.)

Board's Exhibit No. 2—Rejected—(Continued)

TANKER MAKAWELI  
WAGES

Rating	No.	Basic rate	War emergency increase	Total amount per month on articles
Boatswain	1	\$110.00	\$17.50	\$127.50
Able seamen	6	95.00 ea.	17.50 ea.	112.50 ea.
Ordinary seamen	3	75.00 ea.	17.50 ea.	92.50 ea.

Overtime Rate .....\$ .90 per hour

WORKING RULES THAT APPLY TO  
TANKER SS MAKAWELI

1. **LOADING AND DISCHARGING OIL**—There shall be not less than one able-bodied seaman on deck at all times while loading or discharging oil or molasses with one hose. If more than one hose is used during discharge and loading, one additional sailor shall be used for each additional hose.
2. Sailors shall, at all times, handle oil hoses within the ship's rail while at oil berth. When handled between 8 a. m. and 5 p. m. no overtime is to be paid.
3. **WASHING TANKS**—When washing tanks after discharge of molasses, the boatswain and six men will be used and two tanks will be cleaned simultaneously. When washing tanks after discharging of fuel oil, Boatswain and six men will be used cleaning one tank at a time, using 2½" hose and two men in the tank at one time.

(Testimony of Harry E. Lundeborg.)

Board's Exhibit No. 2—Rejected—(Continued)

4. WASHING TANKS — BUTTERWORTH SYSTEM. No overtime shall be paid the watch on deck during regular working hours if not required to enter tanks. When one Butterworth machine is used, two men and a boatswain shall be used. When operating two machines simultaneously, three men and a boatswain shall be employed. (32)
5. When cleaning tanks during overtime hours, the rate shall be 90 cents per hour per man working on deck and \$1.15 per hour per man working in the tanks.
6. When sailors are required to go on dock to sling up hose and lowering same to dock between 8 a. m. and 5 p. m., no overtime to be paid.
7. When sailors are required to go on dock to handle and/or connect or disconnect hose between 8 a. m. and 5 p. m., overtime to be paid.

### VESSELS ENGAGED IN THE ALASKA TRADE

Rating	Basic Wages 10-1-41	War Emer- gency Increase 2-10-41	Total Wage 10-1-41
Boatswain	\$102.50	\$10.00	\$112.50
Carpenter	102.50	10.00	112.50
Winchdriver	100.00	10.00	110.00
Quartermaster	95.00	10.00	105.00
(When required to wear uniform)	100.00	10.00	110.00
Able Seamen	90.00	10.00	100.00
Watchman	90.0	10.00	100.00
Ordinary Seamen	72.50	10.00	82.50
Deck Boy	62.50	10.00	72.50

(Testimony of Harry E. Lundeborg.)

Board's Exhibit No. 2—Rejected—(Continued)

#### OVERTIME RATE

Ship's Work	\$ .85 per hour
Cargo Work	\$1.05 per hour (any time work)
	.25 per hour addtlional to Hook-on men'on board Freighters in the Bering Sea.
	.25 per hour additional when han- dling certain commodities re- ferred to as Penalty Cargoes (Section 5 (a)).

### SECURITY WATCHES AMERICAN AND FOREIGN PORTS

#### MEMORANDUM OF AGREEMENT

Between

PACIFIC AMERICAN SHIPOWNERS  
ASSOCIATION

and

SAILORS' UNION OF THE PACIFIC

This Memorandum of Agreement dated.....,  
1942, between the Pacific American Shipowners  
Association, hereinafter called the "Association"  
and the Sailors' Union of the Pacific, hereinafter  
called the "Union". (33)

#### WITNESSETH:

The Memorandum of Agreement between the par-  
ties dated June 16, 1942, is hereby cancelled and the

(Testimony of Harry E. Lundeborg.)

Board's Exhibit No. 2—Rejected—(Continued)  
provisions set forth in this Supplementary Agreement shall govern in lieu thereof and shall be binding upon the respective parties upon the same terms and conditions as set forth in Section 22 of the General Agreement between the parties dated November 4, 1941.

The following rules shall govern respecting overtime payments to members of the Sailors' Union of the Pacific required to remain aboard vessels in port (whether domestic or foreign) between the hours of 5 P. M. and 8 A. M. week days and on Saturday afternoons, Sundays and Holidays for the purposes of vessel security or for the standing of safety watches required by Federal authorities.

1. When it is required that a member of the Unlicensed Deck Department be aboard at night (5 P. M. to 8 A. M.) week days, he shall receive \$6.00 per night. If called upon to do work, overtime according to agreement shall be paid for the period worked in addition to the \$6.00. If the crew is required to work during such hours between 5 P. M. and 8 A. M. the total compensation for one night shall not exceed the equivalent of 15 hours' overtime.

The foregoing provision does not apply to crew members required to stand their regular watches as provided in Section 4, Working Rules—

“Section 4. In port, quartermasters shall be required to stand gangway watches and night

(Testimony of Harry E. Lundeborg.)

Board's Exhibit No. 2—Rejected—(Continued)

watchmen and stationmen their regular night watches between the hours of 5 P. M. and 8 A. M. without payment of overtime (except on Saturday afternoons, Sundays and holidays).''

2. Overtime shall be paid to all Unlicensed Deck Crew members for all hours during which they are required to remain aboard the vessel by Federal authorities (in United States ports or United States controlled ports) or by foreign government authorities in other ports for purposes of vessel security or for the standing of safety watches from Saturday noon until 8 A. M. Monday morning and on holidays except, however, no overtime shall be paid to crew members when required to remain aboard only because of orders in regulations of authorities in U. S. ports or U. S. controlled ports or by foreign government authorities in other ports preventing shore leave.

3. When the vessel is loaded and ready for sea, and is held at anchor or at the dock awaiting naval or military orders to sail in convoy, sea watches shall be set upon notification to the (34) Master by the proper Federal authorities that the vessel is to proceed to sea. Overtime shall be paid for all such time on sea watches after 5 P. M. and before 8 A. M. week days in excess of 24 hours before actual sailing time. However, the 24 hours to be subject to being extended for an additional time if the vessel is held by Federal authorities. Overtime

(Testimony of Harry E. Lundeborg.)

Board's Exhibit No. 2—Rejected—(Continued)  
shall be payable for any work performed on such sea watches while the vessel is in port on Saturday afternoons, Sundays and Holidays.

Upon approval of the War Shipping Administration this Supplementary Agreement shall become effective on all vessels upon the date of execution thereof.

PACIFIC AMERICAN SHIP-  
OWNERS ASSOCIATION,

J. B. BRYAN,

President.

SAILORS' UNION OF THE  
PACIFIC,

HARRY LUNDEBERG,

Secretary-Treasurer.

### CLARIFICATION

No. 1.....Security Watches in the U. S. Continental ports, Island and Canal ports are payable in full at eighty-five cents per hour, from December 7th, 1941, to February 6th, 1942.

From February 6th, 1942, security watches in American ports, Island ports and Canal Zone ports are payable as per the agreement above.

Payment for security watches in foreign ports is payable from....., as per the agreement above.

No. 2.....While on Security Watches it is understood that no work shall be done.

You are to be aboard the vessel, subject to call;



(Testimony of Harry E. Lundeborg.)

Board's Exhibit No. 2—Rejected—(Continued)  
if you are required to be on deck, overtime is payable right through.

If you are called upon to do any work for a couple of hours or more, that is payable at the overtime rate in addition to your \$6.00.

If you are called upon to work from 5 P. M. to 8 A. M. in the morning, you are only entitled to straight overtime.

If you are required to be aboard on Saturday afternoon, Sundays or holidays for the purpose of security watches, you get paid overtime straight through. You are not required to

If the entire crew is required to stay abroad for military reasons or otherwise and are denied shore leave, then only the ones assigned to the security watch are entitled to pay.  
work. (35)

. . . If while standing security watch you are called upon to do emergency work, no overtime is payable for such work.

This has been concurred in by the membership and O.K.'d by Shipowners. It becomes effective as soon as the War Shipping Administration okehs same.

When you are on security watches on Saturday afternoon and Sunday you are paid straight overtime from 12 noon Saturday until 8 A. M. Monday morning.

When you stand security watches on a straight holiday, such as Armistice Day, Labor Day or any

(Testimony of Harry E. Lundeborg.)

Board's Exhibit No. 2—Rejected—(Continued)  
other holiday, you receive straight overtime from twelve midnight until 12 midnight on that day.

From 5 P. M. up until midnight of the holiday, you receive \$3.00.

From 12 midnight until 12 midnight on the holiday you receive 85c per hour.

From midnight until 8 A. M. in the morning the following day, you receive \$3.00.

The Agreement between the Sailors' Union of the Pacific and Matson Navigation Company provides for the following wage rates:

1. Painters (hull) and for men performing general work, One Dollar and Five Cents (\$1.05) per hour for straight time work.
2. Chipping (pneumatic tools), One Dollar and Fifteen Cents (\$1.15) per hour for straight time work.
3. Painters (spraying), One Dollar and Fifteen Cents (\$1.15) per hour for straight time work.
4. Riggers in rigging loft, One Dollar and Twenty-Five Cents (\$1.25) per hour for straight time work.
5. "Leading men," supervising all classes of work, One Dollar and Twenty Cents (\$1.20) per hour for straight time work.
6. When we are required to clean holds of cement for the first time after each carriage of bulk cement in these compartments of the S.S. Wai-

(Testimony of Harry E. Lundeborg.)

Board's Exhibit No. 2—Rejected—(Continued)

mea, also when men are required to clean holds of other ships of the fleet for the first time after each carriage of chrome ore, the rate of pay will be 25 cents per hour above the base rate for shore gang labor.

**MATSON NAVIGATION  
COMPANY,**

By: .....

(36)

**SAILORS' UNION  
OF THE PACIFIC**

59 Clay Street

San Francisco

Phones:

EXbrook 2228

(Dispatcher: EXbrook 2229)

Branches

Richmond, California

Phone Richmond 2599

Seattle, Washington

86 Seneca Street

Phone Elliott 6752

Portland, Oregon

111 W. Burnside St.

Phone Beacon 4336

San Pedro, California

206 W. 6th Street

Phone San Pedro 2491

Honolulu

16 Merchant Street

Phone 3599

New York City

105 Broad St. Phone Bowling Green 9-9530

Vancouver, British Columbia

Phone Pacific 7824

(Testimony of Harry E. Lundeborg.)

Mr. Guntert: I want to object to the introduction of this.

Trial Examiner Batten: Of course, it hasn't been offered yet.

Q. (By Mr. Moore) I show you a booklet marked Board's [92] Exhibit 2 for identification and ask you if you can tell me what it is?

A. This is the agreement between the Sailors Union of the Pacific——

Mr. Guntert: I object to the introduction of this or any testimony in connection with it.

Trial Examiner Batten: It hasn't been introduced, Mr. Guntert.

Mr. Guntert: I am objecting to this line of questioning.

Trial Examiner Batten: I know. But, Mr. Guntert, how could an attorney possibly introduce the document, at least until the witness tells you what it is?

Mr. Guntert: Go ahead.

Trial Examiner Batten: In other words, the witness has a perfect right to identify a document.

The Witness: It's an agreement between the Sailors Union of the Pacific and the Pacific American Shipowners Association, covering wages, working rules and conditions, deck personnel on the Pacific Coast.

Q. (By Mr. Moore): Are the companies listed on page 3 members of the Pacific American Shipowners Association?

A. Yes, they are all members.

(Testimony of Harry E. Lundeborg.)

Q. Is this contract now in force and effect?

Mr. Guntert: I object, because I think if counsel wants to go into this now, knowing that I am going to object— [93]

Trial Examiner Batten: Of course, this question is not for the purpose of identifying the document, is it, that you are now asking?

Mr. Moore: No, it's to show the document is not something in the past, but that it is a current document.

Trial Examiner Batten: Well, of course, I think it is a proper question. In other words, if it isn't in force and effect, then there is no use of bothering with it.

Mr. Moore: That's right.

Trial Examiner Batten: You may answer.

The Witness: It's in effect for the duration of the war, and it is underwritten by Admiral Land of the War Shipping Administration.

Mr. Guntert: I think that is going pretty far afield.

Trial Examiner Batten: Just a minute. If you have an objection, Mr. Guntert, you may state it.

Mr. Guntert: I do object to the answer. The witness has gone far beyond the question. They know I am going to object to it, and they are trying to get in everything they can.

Trial Examiner Batten: The only question, Mr. Guntert, thus far is: "Is it in effect?"

Mr. Guntert: And the answer was "Yes."

(Testimony of Harry E. Lundeborg.)

Trial Examiner Batten: But no witness ever has to say "yes" or "no." I have had lawyers say, "Answer 'yes' or 'no'." [94] I always say "You don't have to answer 'yes' or 'no.'"

That is a lawyer's way frequently of tying a witness up. No witness ever has to say "yes" or "no."

The question was: Was this in effect? The witness aid, "Yes, for the duration of the war, in agreement with the War Shipping Administration." Is that right?

The Witness: That's right.

Trial Examiner Batten: It seems to me that is entirely proper.

Mr. Moore: I offer Board's Exhibit 2 for identification in evidence.

Mr. Guntert: I object to the introduction of this document on the ground it is immaterial. It has no bearing whatsoever on the controversy here. What these unions have done with some 25 or 30 or 10 or 15 other companies with whom they have agreements has no bearing on whether or not it is an unfair labor practice for Richfield to adopt the policy that it did. This contract has no bearing whatever. In fact, the unions have been aboard many ships on the coast, many hundreds of them, as Mr. Lundeborg said.

It has no bearing on this issue at all. I think, Mr. Examiner, that we have gone far afield from the issues here; and I seriously object to the introduction of this agreement. It has no bearing whatsoever on this case.



(Testimony of Harry E. Lundeborg.)

Trial Examiner Batten: What is the purpose of the [95] document?

Mr. Moore: The purpose of offering this contract and two others which I shall presently offer is to show that it is the general practice followed almost 100 per cent on this coast to grant access to union representatives for the purpose of permitting them to contact their members, not to show that Richfield should follow that practice as a matter of moral obligation, but simply to show that for a long period heretofore it has been considered necessary for shore delegates to board ships in order to properly settle grievances, considered not only by the men themselves but by the companies that they deal with.

Mr. Guntert: Well, as a matter of fact, Mr. Examiner, we have had an agreement in effect in the past with these very same unions in which they were given access to our ships. But we don't have those contracts now. Only recently negotiations were going on for a new contract. And the only question before you now is whether or not we are engaged in unfair labor practices by refusing to issue passes to these men. And we have explained that our reason is for safety purposes in the interest of the world war going on now. And we have said why we thought that was so.

We think it is the exercise of due diligence that is required of us. And the fact that these security orders came out, we think simply confirms the wisdom of our policy. [96]

(Testimony of Harry E. Lundeborg.)

Trial Examiner Batten: Just at that point, Mr. Guntert, the question arises. If other companies, all these other companies, have continued the practice and on the basis of the same orders, then apparently it is a question of what interpretation you put upon it.

Now, that is one of the things I will have to determine, I presume, whether or not in the light of these instructions and orders you are justified in placing any such interpretation upon it.

Now, certainly, at least to that extent, I think they are material.

Mr. Guntert: Well, to this extent: that these contracts were in effect some time prior to the security orders, as you yourself indicated.

Trial Examiner Batten: Yes.

Mr. Guntert: And the contracts which we have had with these unions have been terminated. There certainly is no reason for drawing an inference or for introducing a contract to draw an inference because under certain contracts certain rights were given and agreed upon.

Trial Examiner Batten: Well, I think it is more important because you don't have a contract than it would be if you did have.

Mr. Guntert: That is a matter——

Trial Examiner Batten: Now, I'll tell you why because I [97] want you to understand it. I think there is no question about this organization having a majority. You aren't questioning that?

Mr. Guntert: No. They have been certified.

(Testimony of Harry E. Lundeborg.)

Trial Examiner Batten: Well, if that is the case, then, they are the exclusive representatives of the employees, whether you have any contract or whether you don't. It seems to me these employees are entitled to certain rights and privileges, the right of representation under the Wagner Act.

Now, the fact that you don't have a contract appears to me to make the problem more important than if you did have. I mean by that not that it is an unfair labor practice. Don't misunderstand me. I think it is more important that it be determined where there is not a contract than where there is a contract, not only from your standpoint but from the standpoint of all the companies.

In other words, this is an issue, and I think you will agree with me—and I think Mr. Lundeborg will—that this is almost entirely a legal question that needs determination.

Now, if it does, we ought to have all of the facts we can get. I, for one, wouldn't want to attempt to decide this issue, Mr. Guntert, without all the information.

Mr. Moore: Mr. Examiner, before you rule on this exhibit let me advise you that it doesn't have any written provision [98] providing for passes. The two which I propose to introduce do have.

Trial Examiner Batten: What is the purpose of offering this, then?

Mr. Moore: To show that the companies bound by the agreement, Board's Exhibit 2 for identification, have freely granted passes.

(Testimony of Harry E. Lundeborg.)

Trial Examiner Batten: Of course, if they have freely granted passes, it isn't on the basis of a contract, is it?

Mr. Moore: No, it is not. But they have a contract in addition to passes. The matter of passes is taken up separately and apart.

Trial Examiner Batten: Then why encumber the record with this?

Mr. Moore: For one thing it identifies the companies involved, and I want to ask what types of ships they operate.

Trial Examiner Batten: Well, of course, if the only purpose of it is to identify the companies on the first page——

Mr. Moore: It does more than that. It differentiates between that type of treatment on the question of passes and the type of treatment that is given in the cases of where it is permissible.

Trial Examiner Batten: If it is not in the contract, it is a verbal arrangement, even though the contract is in existence. You don't need the contract to determine that. [99] I don't suppose Mr. Guntert will dispute the fact that this contract is in existence.

Mr. Guntert: Of course not.

Trial Examiner Batten: In existence with these named companies. So why do you need the contract?

Mr. Moore: Very well.

Trial Examiner Batten: Mr. Guntert, why do you need it, then?

(Testimony of Harry E. Lundeborg.)

Mr. Guntert: I don't want it. I am objecting to it.

Trial Examiner Batten: I mean Mr. Moore.

Mr. Moore: It isn't essential.

Trial Examiner Batten: Well, then, let's don't encumber the record. I understood that there was a provision in here providing for passes.

The Witness: Your Honor, they send us passes every year.

Trial Examiner Batten: Well, I know. But the contract doesn't show that, Mr. Lundeborg. I am talking about a contract that is several pages long, and Mr. Guntert admits that there is a contract in existence with all these named companies, and he said a moment ago they operate several hundred ships.

I will refuse the offer.

Mr. Moore: May I ask, Mr. Examiner, if this will be classed as a rejected exhibit?

Trial Examiner Batten: That's right. [100]

Q. (By Mr. Moore): Will you refer to Board's Exhibit 2 for identification, Mr. Lundeborg, and state what steamship companies specifically are members of the Pacific American Shipowners Association?

A. The Admiral Oriental Line, the American-Hawaiian Steamship Company, the American Mail Line, the American President Lines, Ltd., Alaska Steamship Company, Alaska Transportation Company, W. R. Grace & Co., Matson Navigation Company, The Oceanic Steamship Company, Pope and



(Testimony of Harry E. Lundeborg.)

Talbot, Inc., Northland Transportation Company, Pacific Lighterage Corporation, Pacific Republic Line, Santa Ana Steamship Company, States Steamship Company, Pacific-Atlantic Steamship Company, Sudden & Christensen, Shepard Steamship Company, The Union Sulphur Company, Inc.

Trial Examiner Batten: Let's see. Did you mention Coastwise Pacific Far East Line?

The Witness: No. I think I skipped that.

Trial Examiner Batten: I think you skipped that.

The Witness: Pacific Far East Lines.

Q. (By Mr. Moore): The unions you represent are under a collective bargaining contract with the Association representing the companies you have just named? A. Yes.

Q Is the contract now in force and effect?

A. That is in force and effect. [101]

Q. Does it, to your knowledge, contain any provision relating to passes to permit union representatives to board ships?

Mr. Guntert: I object to the question, all this line of questioning, on what is in these other contracts. It has no bearing whatever on this issue, Mr. Examiner. I don't want to continue to be objecting, but I think we are far afield of the issues, as I said before.

Trial Examiner Batten: Well, of course, I will have to disagree with you because I think the practice on the coast is material to the issues here.

You may tell us, Mr. Lundeborg.



(Testimony of Harry E. Lundeborg.)

Mr. Moore: Do you want the question read?

The Witness: No, I remember the question. There is no provision in that agreement which gives us passes.

Q. (By Mr. Moore): I will ask you whether or not representatives of the unions you represent have passes to board vessels operated by the companies represented by Pacific American Shipowners Association? A. Yes, we do.

Q. Are those passes good in all ports on the Pacific Coast?

A. They are issued in every port on the Pacific Coast, yes, sir, good in every port. I have one here.

Q. How do you obtain those passes, Mr. Lundeborg?

A. The company sends them to us every year, and it's good [102] until revoked by the companies. I have one I will show you.

We don't even ask for them. They sent them to us.

Q. Can you tell me, Mr. Lundeborg, what types of vessels the companies belonging to this Association operate?

A. What types of vessels? That is passenger vessels and dry cargo vessels, all these types of ships now, of course, carrying war materials. Some of them is carrying troops and ammunition, and so forth.

Q. Have you observed war materials being loaded into these ships?

(Testimony of Harry E. Lundeborg.)

A. I can't help it. When you go on board these ships you can't miss seeing it.

Trial Examiner Batten: Well, of course, that isn't the question whether you can't help you. The question is, Did you see them loading these materials?

The Witness: Yes, I have seen them loading all kinds of war materials, torpedoes, light aircraft and so forth crated up, and thousands of troops. Some of these vessels here pack as high as 5000 troops. They are all manned by our crews, and we board all of them.

Q. (By Mr. Moore): Have you been aboard such ships while they were being loaded?

A. Yes, sir. I have been aboard while they are being loaded, and just prior to their leaving port. We are called on board by the companies and sometimes called on board by the [103] Navy to see that everything is all right.

Mr. Moore: May I ask that this document be marked as Board's Exhibit 3 for identification?

(Thereupon the document referred to was marked as Board's Exhibit No. 3 for identification.)

Mr. Moore: And that this document be marked as Board's Exhibit 4 for identification?

(Thereupon the document referred to was marked as Board's Exhibit No. 4 for identification.)

(Testimony of Harry E. Lundeborg.)

Q. (By Mr. Moore): Mr. Lundeborg, I show you a document marked Board's Exhibit 3 for identification and ask you if you can tell me what it is.

A. It's an agreement between the Sailors Union of the Pacific and the Shipowners Association of the Pacific Coast.

Q. Is that agreement now in force and effect?

A. That is in force and effect, yes, sir.

Q. Referring to page 15 of the document, are the companies named there members of the Shipowners Association of the Pacific Coast?

A. Yes, sir.

Mr. Moore: I offer Board's Exhibit 3 for identification in evidence and call attention particularly to page 12, clause 3.

Mr. Guntert: And I object to the introduction of that on the same grounds stated, Mr. Examiner, and on the [104] additional ground that these are quite evidently dry cargo vessels having conditions entirely different from tank vessels.

Trial Examiner Batten: Well, of course, I will rule upon this one on the basis that it indicates the union's authorized representatives have permits to board the ships, which means that I shall overrule the objection and receive the exhibit.

(Thereupon the document heretofore marked for identification as Board's Exhibit 3, was received in evidence.)

(Testimony of Harry E. Lundeborg.)

### BOARD'S EXHIBIT No. 3

THIS AGREEMENT, made and entered into the 27th day of October, 1941, by the Sailors' Union of the Pacific, party of the first part, hereinafter known as the Union, and Shipowners' Association of the Pacific Coast, (on behalf of its members here listed, covering their vessels operating in the Steam Schooner trade) party of the second part, hereinafter known as the shipowners, shall be binding on the parties for the period to and including September 30, 1942, and shall be renewed from year to year thereafter unless either party shall give written notice to the other at least thirty (30) days prior to such expiration date, of a desire to amend or terminate this agreement, and the parties shall meet within five (5) days to begin negotiations. If during the thirty-day period the parties fail to agree with reference to such amendments, this agreement shall terminate at the expiration date, provided, however, that parties may by mutual written agreement extend this agreement for a specified period beyond such expiration date for the continuance of negotiations.

#### Wages:

- |  |           |                      |
|--|-----------|----------------------|
| 1. Able Bodied Seamen.....                     | \$107.50} | Effective 12:01 A.M. |
| Winchdrivers .....                             | 117.50}   | Oct. 16, 1941        |
| 2. The overtime rate shall be \$1.10 per hour. |           |                      |

#### Day Work:

- When hired by the day, rate of pay shall be \$7.50 for eight (8) hours' work between eight A. M. and five P. M., and \$1.35 per hour for all work in

(Testimony of Harry E. Lundeborg.)

Board's Exhibit No. 3—(Continued)

excess of eight hours, effective 12:01 A. M. October 28, 1941. A minimum of one full day's pay is guaranteed for the first day's work and nothing less than one-half days thereafter.

Penalty Cargo:

1. Crew shall load and discharge cargo at the basic rates of pay specified in this agreement, provided that twenty-five (25) cents per hour extra shall be paid to each man, either daytime or night time, engaged in loading or discharging the following commodities:

All animal and fish fertilizers,

Bulk salt and bulk coke,

Bulk grain,

Building bulkheads,

Carboys of Acid,

Creosoted Lumber,

Cement,

Cleaning holds after penalty cargoes,

Coal (bulk and sacks),

Decalite and Sealite in sacks,

Empty cement sacks,

Flue dust,

Green and creosoted piling; gypsum and  
ground redwood bark,

Hay,

Hides,

Live Stock,

Lime,

(Testimony of Harry E. Lundeborg.)

Board's Exhibit No. 3—(Continued)

Meals, and other offensive materials used as fertilizers,

Manures,

Nitrates (bags or bulk)

Ore (bulk and sack)

Plaster,

Poultry,

Phosphates,

Soda Ash,

Sulphur,

Silicate of Soda,

Scrap metal cargoes (bulk and mixed, including bales, excluding rails)

Tallow,

Rock glass,

Working lumber in tanks where oil fluid cargoes have been carried

Also for all shoveling. (2\*)

There shall be no extra pay for less than one-half hour's work for this kind of freight.

Penalty rates do not apply to ship's stores.

2. All explosives, such as Dynamite caps, gun powder, blasting powder and munitions to be worked at overtime pay during straight time hours and when working overtime, twenty-five cents an hour in addition to the overtime rate shall be paid.

Damaged Cargo:

1. If a cargo of a vessel, either in whole or in part,

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\* Page numbering appearing at foot of page of original Printed Agreement.



(Testimony of Harry E. Lundeborg.)

Board's Exhibit No. 3—(Continued)

is badly damaged by fire, collision, springing a leak or stranding, the wages for handling that part of the cargo only which is in a badly damaged or offensive condition, shall be \$1.40 per hour during straight or overtime periods.

2. Two dollars and ten cents (\$2.10) per hour shall be paid when fire is present or cargo is smouldering in the hatch which is being worked.

3. When sailors are required to clean deep tanks in which bulk oils have been previously carried, the overtime rate of pay for straight time and the overtime rate, plus twenty-five cents per hour for overtime, shall be paid. Boiler suits shall be provided by the shipowners.

4. When actual overtime worked is less than one hour, one hour shall be paid.

5. Where overtime worked exceeds one hour, payment shall be made for actual time worked, but not less than one-half hour periods.

6. Cleaning bilges shall be overtime at any time.

Working Rules:

1. The working day in port shall be eight hours between the hours of eight A. M. and five P. M. and all work outside of these hours shall be paid for at the regular overtime rate.

2. All work in port on Sundays, holidays and beyond the regular working hours on week days shall be paid for at the prescribed overtime rates. (3)

(Testimony of Harry E. Lundeborg.)

Board's Exhibit No. 3—(Continued)

2 (a). Effective 12:01 A. M. Oct. 28, 1941 all work in port on Saturday afternoon, between the hours of 1:00 P. M. and 5:00 P. M., shall be paid for at overtime rate. There shall be no pyramiding or duplication of overtime account Saturday afternoon work in port falling on arrival or departure day.

3. Any work, necessary in fact for the safety of the vessel, passengers, cargo or crew shall be performed at any time without extra compensation. All cargo, cargo gear and hatches shall be properly secured before leaving sheltered waters.

4. Moving vessel, when crew is on day work in any river, harbors, bays, or sounds after five P. M. and before eight A. M. and on Sundays and holidays, shall be paid for at the overtime rate to the members of the crew that are engaged in moving the vessel.

5. When vessel is moving, crew shall not be required to handle hatches or strong backs.

6. In port when members of the crew not on watch are called after six P. M. and before five A. M. and there is not a continuity of work (meal hours do not break "continuity of work") to work cargo, to move vessel, raise or lower cargo booms, open or close hatches, they shall be paid a minimum of two hours overtime, provided they turn to fifteen minutes after being called. Any man not turning to within 15

(Testimony of Harry E. Lundeborg.)

Board's Exhibit No. 3—(Continued)

minutes after being called shall be paid only for the time actually worked.

7. When members of the crew, not on watch, are called on or after five A. M. to work cargo, to move vessel, raise or lower cargo booms, or open or close hatches, they shall be paid at overtime rate from the time they are called until eight A. M., provided that they turn to fifteen minutes after being called. Any man not turning to within fifteen minutes after being called, shall be paid overtime from the time he reports on the job until eight A. M.

8. When members of the crew, not on watch, are called to moor or unmoor vessel coming from or going to sea, they shall be paid a minimum of one hour.

9. When working on overtime and crew is knocked off for (4) two hours or less, overtime shall be paid straight through. This means exactly two hours or less of actual work.

10. Overtime work performed during any 24 hour period of time shall be at single rate of overtime.

**EXCEPTION:** After 16 or more consecutive hours of work, meal hours included, if men are knocked off and then called again for any work before expiration of 24 hours from the beginning of the 16 or more hour period, they shall receive no overtime for time knocked off, but shall receive overtime at double rate, with two hour minimum, for work, performed from time called until given 8 hours below.

(Testimony of Harry E. Lundeborg.)

Board's Exhibit No. 3—(Continued)

The term "8 hours below" includes time off for meals.

After working 16 or more consecutive hours, meal hours included, if men are knocked off and are not called again for work before the end of the 24 hour period, their 8 hours below shall start at the time they were knocked off and they shall not be called out again until the 8 hours below are completed. Exception: Men may be called after the expiration of the 24 hour period for purpose of taking vessel to sea or shifting or moving, in which case overtime at double rate, with two hour minimum, shall be paid for work performed from time called until given 8 hours below.

If work is continuous for 24 consecutive hours, including meals, the overtime worked therein shall be paid for at single rate. Men shall be given 8 hours below at end of the 24 hour period, unless vessel proceeds to sea, in which event men that stand watches shall be paid double overtime for watches or any part thereof actually stood until the 8 hours below is given.

When crew works cargo and one watch, or men comprising same, completes 24 consecutive hours of work, meals included, before the other two watches, or men comprising same, and crew continues to work cargo, the first-mentioned watch shall continue working beyond their 24 hour period at double overtime rate until the rest of the watches (or men) have com-

(Testimony of Harry E. Lundeborg.)

Board's Exhibit No. 3—(Continued)

pleted their 24 hour period, or until cargo work ceases.

During any period when men are on their 8 hours below, work may be continued in any or all hatches by (5) longshoremen and no claim for lodging money shall be made.

11. Where actual overtime worked is less than one hour, one hour shall be paid.

12. Where overtime worked exceeds one hour, payment shall be made for actual time worked but not less than half-hour periods.

13. When working overtime, the crews' delegate shall compare time with the officer in charge of the work as soon as knocking off.

14. The unlicensed deck crew shall not be required to work on the dock, except in ports where there are no longshoremen, or in ports where longshoremen are not available or where longshoremen refuse to work with sailors. If sailors are required to work on the dock, they shall do so at the direction of the Officer in charge, and they shall be paid for the work so performed at the prevailing longshoremen's scale for such work.

15. When the crew is working on lighters or barges, they shall be paid the prevailing longshore scale for such work.

16. On ships that carry only one winchdriver, he shall be paid \$142.50 per month.

(Testimony of Harry E. Lundeborg.)

Board's Exhibit No. 3—(Continued)

17. On ships that carry package lumber, piling, etc. and where sailors crew are split and where winchdrivers normally work one man per gear, such as the Coos Bay boats, the Baxter boats, etc., the winchdrivers shall be paid at the rate of \$142.50 per month.

18. On ships where winchdrivers normally work together on cargo and lumber (aside from ships carrying package loads and piling such as the Coos Bay boats and the Baxter boats, etc.) and they are split for any reason, they shall receive \$1.10 per hour for all work between 8:00 A. M. and 5:00 P. M. on week days and \$1.35 per hour for all work between 5:00 P. M. and 8:00 A. M. and on Sundays and holidays.

The hourly rates set forth in this rule include the 25c per hour for penalty cargo. (6)

19. When three men are not available on any watch, the winchdriver shall fill the vacancy at the overtime rate of pay, plus his regular wages on Sundays and holidays. On week days the winchdriver shall be paid his regular wages plus the regular wages of the missing man for watches stood. Any work on week days in excess of the watch time shall be at the regular overtime rate.

20. A full watch shall be used when shifting ships.

21. At all times members of the deck department not engaged in working cargo shall receive the same penalty and overtime as those members actually en-



(Testimony of Harry E. Lundeborg.)

Board's Exhibit No. 3—(Continued)

gaged in working cargo. No unnecessary ship's work will be done after 5:00 P. M. and before 8:00 A. M.

22. Crews may be split to handle package lumber, piling, etc.

23. Crews may be split in two hatches when ships work bulk ore, flue dust and/or bulk salt in two hatches simultaneously.

24. Longshoremen may relieve sailors' hatch during noon hour if necessary.

25. Sailors are to take ship's stores aboard without the payment of overtime between the hours of 8:00 A. M. and 5:00 P. M. on week days providing the stores are placed as close as possible to the gangway.

Watches:

1. When a vessel arrives from sea, watches may be broken when vessel is properly moored at loading or discharging berth, but when vessel arrives between midnight and eight A. M. four (4) hours' time is to be allowed for any part of a watch that is actually stood in computing the eight (8) hours' work on the day of arrival. However, men are to stand the full watch when required by the officer in charge.

2. Sea watches shall be set when the vessel leaves for sea; but not later than 4:00 P. M. on day of departure.

3. Any work performed by sailors in excess of eight

(Testimony of Harry E. Lundeborg.)

Board's Exhibit No. 3—(Continued)

hours, on days of arrival and days of departure, shall be (7) considered overtime. The calendar day on arrival and departure shall be reckoned from midnight to midnight. The work day in port "after arrival or before departure" (arrival and departure as explained in Rule 5) shall be from 8:00 A. M. to 5 P. M. and any time worked in port outside of these hours is overtime. No overtime paid for time at sea prior to arrival but each man's time on watch at sea to be added to the time he works in port in computing the eight hours' work day. All cargo work performed by the watch on deck prior to 8:00 A. M. on day of arrival shall be paid for at the overtime rate.

4. When crew is on watch and watch either at sea or in port, any men called from a watch below shall be paid overtime for the time worked on their watch below.

5. The day the vessel arrives from sea to a port of call shall be considered arrival, and any subsequent moves from that port occurring in inland waters, bays, and sounds, shall be considered as moving ship. The day of departure shall be the day the vessel leaves directly for sea, and sea watches shall be set and maintained from that port.

Moves between British Columbia ports and American ports (or vice-versa) over one hundred and twenty miles, shall be considered as going to or arriving from sea, but after arrival at first American

(Testimony of Harry E. Lundeborg.)

Board's Exhibit No. 3—(Continued)

or British Columbia loading or discharging port, preceding paragraph shall govern.

6. On sailing day when watches are set and are then broken before sailing the same day any part of a watch stood shall constitute a full watch.

7. Sailors while at sea shall be divided into watches as prescribed by law, in no cases consisting of less than three (3) watches of three (3) men each. Exception: The master shall determine how many men are required on an anchor watch.

When vessel arrives and/or sails on Sundays or holidays, watches are to be broken and set in accordance with regular rules for watches. All work performed in port on Sundays or holidays is to be overtime and all work in excess of eight (8) hours on Sundays or holidays, when same are days of arrival and days of departure, including sea watches, is overtime. (8)

When watches and cargo or ship's work equal 8 hours on Sundays or holidays, overtime shall be paid for all time worked or watches stood in excess of the combined 8 hours.

Example:	12 to 4 Watch	4 to 8 Watch	8 to 12 Watch
Vessel arrives at 1:00 P.M.....	5 hours	4 hours	4 hours
Works Cargo to 5:00 P.M.....	4 "	4 "	4 "
Supper, 5 P.M. to 6 P.M.....	0 "	0 "	0 "
Resumed cargo work,			
6 P.M. to 9 P.M.....	3 "	3 "	3 "
Vessel went to sea 9 P.M.....	0 "	0 "	3 "
Total.....	12 "	11 "	14 "

(Testimony of Harry E. Lundeborg.)

Board's Exhibit No. 3—(Continued)

All work in port is overtime; all work in excess of 8 hours including watch time is overtime.

9. No overtime payable to watch on sailing day when eating from 5:00 P. M. to 6:00 P. M.

Holidays:

The following shall be observed as holidays in port: New Year's Day, Lincoln's Birthday, Washington's Birthday, Decoration Day, Independence Day, Labor Day, Armistice Day, Thanksgiving Day, Christmas Day, and all holidays observed by the longshoremen in the port where the vessel may be shall be observed by the deck department.

Crews Quarters:

1. Clean white linen, which shall include both face and bath towels, two sheets and a pillow slip, sufficient blankets and spreads, shall be issued to each man upon joining the vessel, and linen and towels shall be changed once each week. Each man is responsible for same. \$2.00 will be allowed for each week linen is not changed.

2. Soap and matches shall be furnished each week.

3. Each member of the crew shall be provided with a suitable locker and sufficient space for his gear.

4. Each vessel shall be furnished with a messroom or messrooms for the accommodation of the crew, such mess- (9) rooms to be in each case so constructed as to afford sitting room for all when it is prac-

(Testimony of Harry E. Lundeborg.)

Board's Exhibit No. 3—(Continued)

tical and available to do so, and to be so situated as to afford full protection from the weather and from heat and odor arising from the vessel's engine room, fire-room and hold.

5. Heat to be furnished.

6. Electricity to be furnished where plug-in facilities are available.

Meals:

1. Breakfast shall be from seven-thirty A. M. to eight A. M.

When men are called for breakfast before regular hour they shall receive overtime from the time called until eight A. M.

If breakfast is postponed until eight A. M., one-half hour shall be allowed for eating for which one-half hour's overtime shall be paid.

2. Dinner is to be one unbroken hour between 11:00 A. M. and 1:00 P. M., commencing at 11:00 A. M., 11:30 A. M. or 12:00 Noon. Supper is to be one unbroken hour between 5:00 P. M. and 6:00 P. M. However, on sailing day or when moving vessel, Section 6 or Section 7 shall apply. At no time is more than five hours of work to be permitted to elapse between meals.

3. When moving ship, men actually engaged in moving vessel during dinner hour shall, in lieu of unbroken hour, receive an hour's overtime and at

(Testimony of Harry E. Lundeborg.)

Board's Exhibit No. 3—(Continued)

least an unbroken hour for noon meal either before or after moving vessel.

4. Supper on sailing day may be postponed two hours if cargo can be finished by 7:00 P. M., in which event double overtime shall be allowed for one hour from 6:00 P. M. to 7:00 P. M.

5. If vessel moves before 5:00 P. M. and move is completed before 5:30 P. M., actual overtime rate shall be paid up to 5:30 P. M. If move is completed later than 5:30 P. M., one and one-half hour's overtime shall be paid (10)

6. Supper hour may be postponed to 6:00 P. M. to move vessel in which event time and one-half of the overtime rate of pay to be paid to men actually engaged in this operation.

7. If ship is working cargo to midnight supper hour may be postponed to 6:00 P. M.

8. When working overtime later than 8:00 P. M., coffee and lunch shall be served at 9:00 P. M. and 3:00 A. M. and fifteen minutes shall be allowed for these lunches. Coffee time during the day shall be at 10:00 A. M. and 3:00 P. M., approximately. Not more than four men are to go for coffee at one time. When crew is split not more than two men shall go from each gang.

9. If crew works cargo as late as 11 P. M., a hot



(Testimony of Harry E. Lundeborg.)

Board's Exhibit No. 3—(Continued)

meal shall be served at 11:00 P. M. and one hour shall be allowed for this meal.

10. If crews are required to work between the hot meal period of 11:00 P. M. to 12 midnight, double overtime rate shall be paid.

11. On Sundays and Holidays when crews are not working, besides the usual hot breakfast, a hot dinner shall be served and a cold supper shall be set upon notice given not later than Saturday supper, that not less than four members of unlicensed deck or engine departments will be present for dinner.

12. When no cooking is done on board for any reason and the crew have to eat ashore, seventy-five cents (75c) shall be allowed for breakfast, seventy-five cents (75c) for dinner, and seventy-five cents (75c) for supper. If crew is compelled to sleep ashore, they shall be allowed one dollar and fifty cents (\$1.50) per night room rent.

13. If a vessel is laid up and it resumes operations and men are ordered to report for work and turn to not later than 9:00 A. M. or 1:00 P. M., they shall be served a meal before turning to, or allowed a specified equivalent in cash. (11)

Conditions of Employment:

1. The members of the Sailors' Union of the Pacific shall be given preference of employment, and the parties agree that the Sailors' Union of the Pacific shall furnish unlicensed deck personnel as re-

(Testimony of Harry E. Lundeborg.)

Board's Exhibit No. 3—(Continued)

quired by the Companies, now signatory to this agreement.

2. There shall be no discrimination against any men for union activity.

3. Authorized representatives of the Union shall be allowed to visit members of the Union aboard ship at any time.

4. No man shall be required to work under unsafe conditions.

5. There shall be no stoppages of work as long as the covenants of this agreement are performed.

6 (a) When ships are laid up any man who has been employed for fifteen days or less shall be given immediate first-class transportation and subsistence back to the port of engagement. First-class transportation shall include railroad ticket and berth. Subsistence shall be at the rate of \$3.00 per day.

(b) Men that are entitled to transportation shall not be kept by the ship longer than the balance of the crew for the purpose of avoiding the payment of transportation.

(c) Men that receive transportation shall not return to the same ship within ten days.

(d) Men paid off under paragraph (a) above shall be entitled, at their option, to the following cash equivalent:

(Testimony of Harry E. Lundeborg.)

Board's Exhibit No. 3—(Continued)

Los Angles to San Francisco .....	\$21.00
“ to Portland .....	48.50
“ to Seattle .....	55.00
“ to Eureka .....	33.00
San Francisco to Portland.....	31.00
“ to Seattle .....	38.00
“ to Eureka .....	12.00
Portland to Seattle .....	10.00

(12)

7. In case of shipwreck or disaster, necessitating the abandonment of the ship, the crew shall be paid all wages due as well as subsistence and transportation back to the port of engagement.

General:

1. This is a complete new agreement. All previous agreements and clarifications thereof are hereby cancelled.

2. No clarification of or change in this agreement shall be effective or issued by either party unless dated, numbered and signed by both parties.

3. It is agreed that any changes in this agreement that are mutually agreeable to both parties may be made and incorporated in the agreement at any time during the life of this agreement.

4. The companies signatory to this agreement agree to carry insurance providing maximum payments for any individual member of the crew in the sum of \$75.00 against loss of clothing, personal effects, etc., in case of shipwreck or disaster, as covered by Policy No. 246, Hartford Fire Insurance Company of Hartford, Conn.

(Testimony of Harry E. Lundeborg.)

Board's Exhibit No. 3—(Continued)

5. The basic wage rates and overtime rates of pay set forth in said agreement shall be subject to review at the request of either party on the 30th day of March, 1941, and at the expiration of each six-months period thereafter.

Port Committees and Labor Relations:

A "Port Committee" shall be set up in each of the following ports: San Francisco, Seattle, Portland and San Pedro.

Each Port Committee shall be composed of an equal number of members appointed by and representing each party to this agreement, but shall not exceed three members from either party. Each party shall have an equal number of votes.

The duty of each Port Committee shall be to hear and adjudicate any dispute relative to the interpretation or (13) performance of this agreement which may arise between the parties to this agreement, at that Committee's particular port.

If any Port Committee becomes deadlocked, that Port Committee shall immediately refer the matter to the San Francisco Port Committee for decision, who shall within 24 hours meet and adjust the dispute. Failing to adjust the dispute within 48 hours or if the San Francisco Port Committee becomes deadlocked, then the dispute shall immediately be referred to the Conciliation Service of the Department of Labor of the U. S. Government for mediation and conciliation, who shall make further effort

(Testimony of Harry E. Lundeborg.)

Board's Exhibit No. 3—(Continued)

to adjust the dispute, and if they fail within 48 hours, then the Director of Conciliation and/or Secretary of Labor shall appoint a referee to hear and decide the issue. His decision shall be in writing and shall be final and binding on all parties to this agreement.

It is further understood and agreed that the conditions existing at the time the dispute arose shall prevail until a decision is handed down by either the Port Committee of San Francisco, the Conciliation Service of the U. S. Department of Labor, or finally the referee, as this agreement provides.

The decision of any port committee shall be in writing and shall be binding upon both parties until such decision is revoked or changed by the Port Committee of San Francisco.

The day and year first hereinabove written.

**SAILORS' UNION OF THE  
PACIFIC**

By **HARRY LUNDEBERG**

Secretary-Treas.

**SHIPOWNERS' ASSOCIA-  
TION OF THE PACIFIC  
COAST,**

By **R. W. MYERS**

President (14)

(Testimony of Harry E. Lundeborg.)

Board's Exhibit No. 3—(Continued)

Members of the Shipowners' Association  
of the Pacific Coast

Baxter & Co., J. H.

Burns Steamship Co.

Chamberlin & Co., W. R.

Coastal Steamship Co.

Coastwise Steamship & Barge Co., Inc.

Consolidated-Olympic Line

Coos Bay Lumber Co.

Dorothy Philips Steamship Co.

Freeman & Co., S. S.

Gorman Steamship Co.

Griffiths & Sons, James

Griffith Steamship Co.

Hammond Lumber Company

Hammond Shipping Co., Ltd.

Hanify Co., J. R.

Hart-Wood Lumber Co.

Hobbs, Wall & Co.

Johnson Lumber Co., A. B.

Kingsley Company of California

Lawrence-Philips Steamship Co.

Linderman, Fred

Moore Steamship Co.

Olson & Co., Oliver J.

Owens-Parks Lumber Co.

P. L. Transportation Co.

Pope & Talbot, Inc.

McCormick Steamship Co. Division



(Testimony of Harry E. Lundeberg.)

Board's Exhibit No. 3—(Continued)

Port Orford Lumber Co.

Ramselius, Capt. J.

Schafer Bros. Steamship Lines

Sierra Steamship Corporation

Solano Steamship Co.

Sudden & Christenson

Wheeler-Hallock Co.

Wood Lumber Co., E. K. (15)

Sailors' Union of the Pacific

59 Clay St.

San Francisco

Phones: EXbrook 2228 (Dispatcher: EXbrook  
2229)

#### Branches

Seattle....Phone Elliott 6752....86 Seneca Street

Portland..Phone Beacon 4336..111 W. Burnside

San Pedro..Phone San Pedro 2491..206 W. 6th St.

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Q. (By Mr. Moore) I show you, Mr. Lundeberg, a document marked Board's Exhibit 4 for identification and ask you if you can tell me what that is?

A. That is an agreement between the Sailors Union of the Pacific and the Pacific District Seafarers International Union, Engine Division, Pacific District Seafarers Union, Stewards Division, and the Tidewater Associated Oil Company.

Q. Is that agreement now in force and effect?

A. That is in force and effect, yes sir.

(Testimony of Harry E. Lundeborg.)

Q. What type of vessels does Tidewater Associated Oil Company operate?

A. Oil tankers the same as Richfield.

Mr. Moore: I offer Board's Exhibit 4 for identification in evidence and call attention particularly to page 4, Section 10 thereof. [105]

Mr. Guntert: Same objection, Mr. Examiner.

Trial Examiner Batten: Well, of course, it's not quite the same. These are tankers. It's the same, except for the fact that they are tankers, is that it?

Mr. Guntert: That's right.

Trial Examiner Batten: I will make the same ruling, and overrule the objection and receive the exhibit.

(The document referred to was received in evidence and marked Board's Exhibit No. 4.)

(Testimony of Harry E. Lundeborg.)

BOARD'S EXHIBIT No. 4

AGREEMENT

Between

Sailors Union of the Pacific

Pacific District, Seafarers' International

Engine Division

Pacific District, Seafarers' International

Stewards Division

Affiliated with the

Seafarers International Union

of North America

A. F. of L.

and

Tidewater Associated Oil Company

(Associated Division)

November 18th, 1942

(Deepwater Agreement)

Geertz Printing Co. (Label) San Francisco

Agreement

Articles of Agreement between Tide Water Associated Oil Company (Associated Division), hereinafter referred to as Company, and Sailors' Union of the Pacific, affiliated with the Seafarers' International Union of North America, A. F. of L., acting on behalf of the employees of the Company described in Article I hereof, hereinafter referred to as Union.

This agreement, entered into this 18th day of November, 1942, between the Sailors' Union of the Pacific, affiliated with the Seafarers International

(Testimony of Harry E. Lundeborg.)

Board's Exhibit No. 4—(Continued)

Union of North America, A. F. of L., hereinafter referred to as the Union and the Tide Water Associated Oil Company (Associated Division), hereinafter referred to as the Company.

Witnesseth As Follows:

### Article I

#### General Rules

Section 1. This agreement shall apply to employees of the Company for whom the Sailors' Union of the Pacific, affiliated with the Seafarers International Union of North America, A. F. of L., was certified as the exclusive bargaining representative in and by that certain "Decision and Certification of Representatives" signed by the National Labor Relations Board at Washington, D. C., on March 22, 1942, namely:

The unlicensed deck personnel on tankers operated out of Pacific Coast ports by Company.

This agreement governs only the relations between the Company and the Union, and the wages, hours and working conditions for unlicensed deck personnel on tankers operated out of Pacific Coast ports by Company.

Section 2. Preferential Hiring: The Company agrees to give preference in employment to members of the Sailors' Union of the Pacific, affiliated with Seafarers International Union of North America, A. F. of L., when members of the Union are available, provided, however, that this shall not require the discharge of any employee of the

(Testimony of Harry E. Lundeborg.)

Board's Exhibit No. 4—(Continued)

Company, who may not be a member of Union, whether or not such employee is absent on account of leave of absence, illness, accident or vacation. (1)

In the event Union fails to furnish capable, competent and physically fit person, or persons are not furnished with sufficient promptness to avoid delay in any scheduled sailing, the Company is at liberty to hire persons from any source available and persons so hired may be continued in employment upon the Company's vessels without regard to Union affiliation.

It is further understood and agreed that Union will not discriminate against persons so employed.

Section 3. Union Delegates Aboard Ship: Company agrees to recognize one employee designated by the Union on each vessel to act as a delegate and representative of the Union.

Section 4. Grievance Procedure: For the purpose of adjusting complaints and grievances any employee shall endeavor to adjust the matter either in person or through the Union delegate according to the following procedure:

a. The employee's complaint shall be presented to the Captain or his delegated representative. If a satisfactory adjustment is not reached immediate notification shall be given to the Captain or his delegated representative of intent to carry the grievance to the second step of the grievance procedure; then,

b. The complaint, in writing with full explanation and argument, shall be then presented to the

(Testimony of Harry E. Lundeborg.)

Board's Exhibit No. 4—(Continued)

Company's shore representative and representatives of the Union; if satisfaction shall not be had thereby within twenty-four hours after presentation; then

c. The matter shall be referred to an arbitration committee consisting of one member chosen by the Union, one member appointed by the Company and a third member selected by these two; then

d. If Union and Company representatives cannot agree on selection of a third member within twenty-four hours, the third member shall be selected by the presiding judge of the Ninth Circuit Court of Appeals. The decision of this committee shall be final and binding.

Section 5. Strikes and Lockout: There shall be no strikes, lockouts or stoppages of work during the life of this agreement. (2\*)

Section 6. (a) Emergency Duties and Drills. All employees represented by the Union shall perform only the customary duties of their department. Any work necessary for the safety of the vessel, passengers, crew or cargo or for the saving of other vessels in jeopardy and the lives therein, or when in port or at sea in the performance of fire, lifeboat or other drills, shall be performed at any time, and such work shall not be considered overtime.

(b) When lifeboat or other drills are held on Saturday afternoons, Sundays or holidays, preparations for such drills, such as stretching fire hoses,

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\* Page numbering appearing at foot of page of Original Agreement.



(Testimony of Harry E. Lundeborg.)

Board's Exhibit No. 4—(Continued)

hoisting or swinging boats out, shall not be done prior to signal for such drills and after drill is over, all hands shall stand by until boats and gear are properly secured; such work shall not be considered overtime.

Section 7. Orders and Rules: All employees represented by this Union will comply with all lawful orders of superior officers and with all Company rules not inconsistent with this agreement.

Section 8. Transportation: (a) When ships are sold or laid up, employees shall be given immediate first-class transportation, wages and subsistence back to the port of engagement. First-class transportation shall include railroad ticket and berth.

Subsistence shall be at the rate of \$3.00 per day, except when traveling by water. Nothing herein shall be construed as preventing the Company from providing transportation in their own vessels; provided that no such employee shall be required to travel on the Company's own vessels unless covered by war risk insurance and bonuses as established by the Maritime War Emergency Board, and then in effect.

(b) Men that are entitled to transportation shall not be kept by the ship longer than the balance of the crew for the purpose of avoiding the payment of transportation.

(c) In case of shipwreck or disaster, necessitating the abandonment of ship, the crew shall be paid all wages as well as subsistence and transportation

(Testimony of Harry E. Lundeborg.)

Board's Exhibit No. 4—(Continued)

back to the port of engagement.

Section 9. Working Equipment: The Company agrees to furnish safe working gear and equipment.

(3)

Section 10. Passes: Company shall distribute passes to authorized representatives of the Union who may board Company's vessels in ports for the purpose of transacting Union business. The Union agrees that it will comply with all rules and regulations at the place of entry. Such passes will be issued only while insurance satisfactory to the Company is held by the Union.

The Union agrees that its representatives shall in no way interfere with or retard vessel operations. Any pass issued is subject to revocation.

Section 11. Overtime: (a) Overtime shall commence at the time any employee shall be called to report for work outside of his regular schedule, provided such employee reports for duty within 15 minutes. Otherwise overtime shall commence at the actual time such employee reports for duty, and such overtime shall continue until the employee is released.

(b) When overtime is worked less than one hour overtime for one full hour shall be paid. Where the overtime work exceeds one hour the overtime work thereafter shall be paid for in one-half hour periods, a fractional part of such period to count as one-half hour.

When an employee in his watch below is called

(Testimony of Harry E. Lundeborg.)

Board's Exhibit No. 4—(Continued)

to work overtime and is released for two hours or less and is again called to work overtime, the overtime shall be continuous from the time he is first called.

(c) After overtime has been worked, the senior officer of the department concerned will present to each employee who has worked overtime a slip stating hours of overtime and nature of work performed. An overtime book will be kept to conform with individual slips, for settlement of overtime.

(d) Overtime shall not be worked without authority of the Captain or his delegated authority.

(e) Time customarily required for relieving watches shall not constitute overtime.

Section 12. Changing Day Men to Watch Duty, etc.:

(a) At sea when day men are switched to sea watches, they shall receive overtime for all watches stood on Saturday afternoons, Sundays and holidays for the duration of the voyage.

(b) When an employee is promoted or assumes duties of a higher classification aboard ship, he shall be paid the wage of such higher classification.

(4)

Section 13. Vacations:

The vacation policy of the Company issued and dated November 3, 1942, shall govern herein as if fully set forth, except that during and as long as this agreement shall remain in force and effect, pro-

(Testimony of Harry E. Lundeborg.)

Board's Exhibit No. 4—(Continued)

visions thereof that employees actively engaged in the service of the Company, upon completion of one year of continuous service shall be eligible for one week's vacation with pay and after having been in the continuous service of this Company for two years or more, shall be eligible for two week's annual vacation with pay, shall not be subject to cancellation by Company.

Section 14. Authority of Officers:

Nothing in this agreement is intended to and shall not be construed to limit in any way the authority of the master or other officers or lessen the obedience of any member of the crew to any lawful order.

Section 15. Additional Employees Hired by the Day:

(a) When additional employees are hired by the day in port on temporary work, and do not eat or sleep aboard ship, the wages for such work shall be \$7.20 per day including 80 cents per day temporary emergency increase.

The hours of work shall be between 8:00 a. m. and 12:00 noon, and 1.00 p. m. and 5:00 p. m. Any work performed outside of these hours or on Saturday afternoons, Sundays, or holidays, shall be paid for at the rate of time and one-half or \$1.35 per hour.

(b) Any man employed for the above standby work shall receive not less than one-half days' pay

(Testimony of Harry E. Lundeborg.)

Board's Exhibit No. 4—(Continued)

and such half-days' work shall not exceed four hours.

Section 16. Transportation to and from Ship:

When a vessel is lying at anchor in a safe harbor for more than 24 hours, the Company shall provide launch service twice daily from ship to shore and shore to ship when available. This shall not apply to open roadstead loading and discharging ports nor shall it apply to a vessel being detained by direction of Governmental authorities.

Arrangements between unlicensed personnel for shore leave shall be in accordance with Section 17.

Section 17. Relieving for Time Ashore:

With approval of the head of the department, employees may arrange to relieve each other in port in order to secure time ashore. Any such arrangements are to be without overtime penalty to the Company. (5)

Section 18. Port time:

(a) Port time shall commence when the vessel is properly secured at a dock or when moored in a harbor for the purpose of loading or discharging cargo or from pipelines, lighters, barges or other vessels, except as otherwise provided in this agreement.

(b) Port time shall cease when all dock lines are let go or anchors hove up to proceed to sea or when shifting to another berth when such shifting requires more than five hours, except as otherwise provided in this agreement.



(Testimony of Harry E. Lundeborg.)

Board's Exhibit No. 4—(Continued)

(c) In open roadstead loading and discharging ports, vessels will be considered moored when hose is lifted from the sea and unmoored when hose is returned to the sea.

(d) Detention of a vessel in a harbor due to awaiting berth for less than 24 hours, or by reason of fog or other impediments to navigation, awaiting tides, or by Governmental direction, shall not constitute port time.

(e) When the vessel is under port time, sea watches may be continued at the option of the master.

Section 19. Holidays:

The employer agrees to recognize the following holidays:

New Year's Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Armistice Day, Labor Day, Thanksgiving Day, Christmas Day.

In the event any of the above-named holidays falls on a Sunday, the Monday following shall be observed as such holiday.

Section 20. Equipment:

The following items shall be supplied to the unlicensed personnel employed on board vessels of the Company:

1. A suitable number of clean blankets.
2. Cots while in tropics.
3. Bedding consisting of spread, two white



(Testimony of Harry E. Lundeborg.)

Board's Exhibit No. 4—(Continued)

sheets, and one white pillow slip, which shall be changed weekly, and

4. One face and one bath towel, which shall be changed twice weekly; face soap, laundry soap, lava soap, and safety matches issued when required.

After signing for original issue of linen to secure next issue, piece for piece must be returned.

Blankets and cots must be returned before paying off.

Suitable mattresses and pillows shall be supplied, but excelsior or straw shall be considered unsuitable.

All dishes provided for use of the unlicensed personnel shall be of crockery. (6)

Section 21. Messrooms:

Each vessel shall be furnished with a messroom or messrooms for the accommodation of the crew. Such messrooms to be in each case so constructed as to afford sitting space for all when it is practicable to do so.

Section 22. Ventilation:

All quarters assigned to the unlicensed personnel and all messrooms provided for their use shall be adequately screened and ventilated, and a sufficient number of fans or other apparatus to secure such ventilation shall be provided.

Section 23. Lockers:

One locker shall be provided for each employee so that he shall have one locker of full length, wherever space permits, with sufficient space to stow

(Testimony of Harry E. Lundeborg.)

Board's Exhibit No. 4—(Continued)

a reasonable amount of gear and personal effects.

Section 24. Refrigerators:

The Company will undertake to install a refrigerator on each of its vessels for night lunches, which refrigerator will be available to the unlicensed personnel.

Section 25. Washrooms:

Adequate washrooms and lavatories shall be made available for the unlicensed personnel; washrooms to be equipped with a sufficient number of shower baths which shall be adequately equipped with hot and cold water whenever practicable.

Section 26. Crews Quarters:

All quarters assigned for the use of the unlicensed personnel are to be kept free from vermin in so far as possible. This is to be accomplished through the use of exterminating facilities provided by the Company, or fumigating the quarters with gas when necessary. When forecastles are painted, men must be furnished other sleeping quarters until the paint is dry.

Section 27: Coffee Time:

15 minutes shall be allowed for coffee, at 10:00 a. m. and 3:00 p. m., or at convenient times near these hours. (7)

Section 28. Meal Hours:

The meal hours for the unlicensed personnel employed in the deck department shall be as follows:

Breakfast: 7:30 a. m. to 8:30 a. m.

Dinner: 11:30 a. m. to 12:30 p. m.

Supper: 5:00 p. m. to 6:00 p. m.

(Testimony of Harry E. Lundeborg.)

Board's Exhibit No. 4—(Continued)

(a) These hours may be varied, but such variations shall not exceed one hour either way, provided that one unbroken hour shall be allowed at all times for dinner and supper when vessel is in port.

At such times as watches are broken, if one unbroken hour is not given, the man involved shall receive one hour overtime in lieu thereof.

(b) On sailing day the lunch hour for any man on the 12:00 o'clock noon to 4:00 p. m. watch, whose watch has been broken, shall be from 11:00 a. m. to 12:00 noon.

(c) When any employee is called to work before breakfast, and work continues after 7:30 a. m., a full hour shall be allowed for breakfast. If breakfast is not served until after 8:00 a. m. overtime shall continue stright through until breakfast is served.

Section 29. Milk, Fruit, and Vegetables:

Fresh milk, fruit, and vegetables when in season, if available, will be furnished at each United States port in such quantities as can be kept without spoiling.

Section 30. Room and Meal Allowances:

When room or board are not furnished aboard ship, employees are to receive the following allowances:

(a) In lieu of room, a base allowance of \$1.50 plus a temporary emergency allowance of fifty cents or a total of \$2.00 per night.

(Testimony of Harry E. Lundeborg.)

Board's Exhibit No. 4—(Continued)

(b) In lieu of breakfast, 75 cents.

(c) In lieu of dinner, 75 cents.

(d) In lieu of supper, 75 cents.

Section 31. Midnight Meal:

Any employee working overtime continuously between the hours of 6:00 p. m. and 9:00 p. m. shall be allowed 15 minutes for coffee and lunch at 9:00 p. m. If work continues until 12:00 midnight, he shall be served with a hot meal. If work continues after 12:00 midnight, he shall be allowed one hour for such meal and be paid for such hour.

Members of the stewards' department shall not be called upon to prepare or serve coffee and lunch, but shall prepare the hot meal at midnight. (8)

## Article II

### Wages and Working Rules

#### Deck Department

Section 1. Classification and Rates of Wages:

The classifications and rates of wages of the deck department shall be as follows:

	Basic Wage	Total Temporary Emergency Wages	Total Wages
Boatswain	\$105.00	\$17.50	\$122.50
Able Seaman	90.00	17.50	107.50
Ordinary Seamen	70.00	17.50	87.50

Section 2. Overtime:

The regular overtime rate in the deck department shall be 80 cents an hour base rate plus 5 cents an hour emergency increase or a total of 85 cents per hour.

(Testimony of Harry E. Lundeborg.)

Board's Exhibit No. 4—(Continued)

### Article III

#### Deck Department Working Rules

##### Section 1. Day Workers:

The hours of work for day workers shall be 8 hours per day week days, except Saturdays, from 8:00 a.m. to 5:00 p.m., with an hour off for dinner; and from 8:00 a.m. to 12:00 noon on Saturdays.

##### Section 2. Work in Port:

(a) When watches are broken, the hours of labor shall be 8 hours, between the hours of 8:00 a.m. and 5:00 p.m. week days; Saturdays 8:00 a.m. to 12:00 noon.

All work performed after 5:00 p.m. and before 8:00 a.m. and on Saturday afternoons, Sundays and holidays, shall be paid for at the regular overtime rate except as otherwise provided in this agreement.

(b) When a vessel is in port and employees off watch are required to report back to the vessel for the purpose of moving or hauling ship, a minimum of 2 hours' overtime shall be paid for each call, except when men are knocked off, for a period of 2 hours or less, in which case overtime shall be continuous.

##### Section 3. Work at Sea:

(a) All work in excess of 8 hours between midnight and midnight of each day shall be paid for at the regular overtime rate, except as provided in Article I, Section 6(a) and (b).

(Testimony of Harry E. Lundeborg.)

Board's Exhibit No. 4—(Continued)

(b) No work except for the safe navigation of the vessel is to be done after 5:00 p.m. and before 8:00 a.m. Sanitary work shall be done between 6:00 a.m. and 8:00 a.m. without the payment of overtime. Sanitary work under this section shall mean cleaning the wheel house and chart room, cleaning windows and mopping out wheel house. (9)

Section 4. Tank and Bilge Cleaning:

When employees are required to enter and clean tanks or bilges, the watch on duty shall be paid overtime for this work at the regular overtime rate.

Employees off watch shall be paid for this work at the base rate of \$1.00 per hour plus 10 cents per hour temporary emergency increase or a total of \$1.10 per hour.

If watches are broken, regular overtime shall be paid for such work performed between the hours of 8:00 a.m. and 5:00 p.m. on week days, except Saturday afternoons. \$1.10 per hour, including 10 cents per hour temporary increase shall be paid for this work between the hours of 5:00 p.m. and 8:00 a.m. and on Saturday afternoons, Sundays, and holidays.

Sea boots and oilskins shall be furnished by the Company for employees working in tanks.

Section 5. Chipping, Painting, etc.:

(a) Employees in the deck department shall, in port, chip, scale, paint and wash paint on ship's sides, deck and superstructure, their own quarters,



(Testimony of Harry E. Lundeborg.)

Board's Exhibit No. 4—(Continued)

lavatories, washrooms, and all open passageways and spaces. At sea the same work shall be performed except painting over ship's sides.

Overtime shall be paid for all such work performed between the hours of 5:00 p.m. and 8:00 a.m.

(b) Overtime shall be paid when unlicensed personnel of the deck department are required either in port or at sea to chip, soogey, scale, prime or paint galleys, storerooms, pantries, salons or living quarters which are not part of the unlicensed deck department quarters and forecastles, lavatories, and washrooms, which are not used by the unlicensed deck department.

Section 6. Dropping or Heaving Up Anchor:

The boatswain when available shall be required to stand by the windlass at all times when dropping or heaving up anchor.

Section 7. Cleaning Steering Engine:

When unlicensed deck personnel are required to clean steering engine or steering bed, they shall be paid overtime for such work performed. However, sailors may be required to grease tiller chains in their watch on deck during straight time hours without the payment of overtime. (10)

Section 8. Spray Painting:

Employees when actually engaged in spray painting in enclosed spaces shall be paid overtime at the rates established for tank cleaning, but no overtime shall be paid for outside spray painting ex-

(Testimony of Harry E. Lundeborg.)

Board's Exhibit No. 4—(Continued)

cept when performed beyond their regular working hours.

Section 9. Ship's Stores:

Employees of the deck department shall handle deck and steward stores on dock and ship, and heavy engine department stores requiring use of gear. When such work is performed between the hours of 5:00 p.m. and 8:00 a.m., it shall be paid for at the regular overtime rate.

Section 10. Watches:

(a) When watches are broken, they shall be set not later than 12:00 noon on sailing day. When vessel sails before noon, watches shall be set when vessel is clear of the dock.

(b) When a vessel docks between 12:00 midnight and 8:00 a.m. and sea watches are broken, any part of a watch between midnight and 8:00 a.m. shall constitute a complete watch. This shall not apply to anchor or gangway watches.

(c) In port when watches are not broken, employees in the deck department shall stand anchor and gangway watches between the hours of 5:00 p.m. and 8:00 a.m. without payment of overtime, except that on Saturday afternoons, Sundays and holidays, overtime shall be paid for such work unless otherwise provided in this agreement.

Employees standing these watches shall assist the officer on watch in attending mooring lines, gangway lines and gangway lights.

(d) When anchor or gangway watches are nec-

(Testimony of Harry E. Lundeborg.)

Board's Exhibit No. 4—(Continued)

essary they shall be maintained from arrival to departure.

(e) When the watch below is called out to work they shall be paid overtime for the work performed during their watch below.

Section 11. Arrival Time:

The date the vessel arrives from sea at a port of call shall be considered the date of arrival.

Section 12. Departure Time:

The day of departure shall be the day the vessel leaves for sea from the port from which the vessel is cleared; sea watches shall be set and maintained from the port. (11)

Section 13. Watches at Sea:

Unlicensed personnel of the deck department shall, while at sea, be divided into three watches which shall be kept on duty successively for the performance of work incident to the sailing and management of the vessel.

Section 14. Washing Down:

When members of the deck department are required to wash down after 5:00 p.m. and before 8:00 a.m. and on Saturday afternoons, Sundays and holidays, they shall be paid overtime except as provided in Article III, Section 3(b).

Section 15. Docking and Undocking:

(a) When men off watch are called on to assist in docking or undocking they shall be paid for such work at the regular overtime rate.

(Testimony of Harry E. Lundeborg.)

Board's Exhibit No. 4—(Continued)

(b) Time required for undocking shall, excepting for employees on watch, constitute overtime for all employees so engaged. On Saturday afternoons, Sundays and holidays, all unlicensed personnel employed in undocking, including those on watch, shall receive overtime for such work.

(c) The practice of putting sailors ashore to the dock to handle lines when docking or undocking, is to be avoided as far as possible. However, if no other means for handling lines are available and sailors are put on the dock to catch the lines or let them go, the sailors actually going on the dock are to receive \$1.00 each in each case. This is to be in addition to the overtime if they are working on overtime at that particular time.

Section 16. Cleaning Quarters:

One employee on duty shall be assigned daily to clean the quarters, washrooms and toilets of the unlicensed personnel in the deck department. This work shall be performed between the hours of 8:00 a.m. and 12:00 noon, if possible.

Section 17. Cleanliness of Quarters:

The unlicensed personnel of the deck department shall keep their respective living quarters clean and tidy at all times. However, this shall not be construed to mean the daily cleaning by the ordinary seamen each morning.

Section 18. Garbage:

When members of the deck department are re-

(Testimony of Harry E. Lundeborg.)

Board's Exhibit No. 4—(Continued)

quired to handle or dump garbage, they shall be paid at the regular overtime rate. (12)

Section 19. Helmsman:

Any seaman covered by this agreement assigned to regular wheelsman's duties shall not be relieved for soogeying, chipping, painting, shining brass and cleaning work during the regular wheel watch.

Section 20. Watches in Port:

Watches shall be set at 12:00 noon on Saturdays, Sundays and holidays when such days are days of departure, as per the agreement, and all watches stood on Saturday afternoon, Sundays, or holidays, shall be paid for at the regular overtime rate, up until the ship departs for sea. However, the men on watch shall be required to remain on board the vessel.

Section 21. Division of Overtime:

Overtime work will be assigned as equally as possible among the members of the deck crew.

This agreement made and entered into the 18th day of November 1942, by the Seafarers International Union of North America for the Engine Division and for the Stewards Division, and Sailors Union of the Pacific, affiliated with the Seafarer's International Union of North America, Deck Department, A. F. L., hereinabove known as the Union, and Tide Water Associated Oil Company (Associated Division), hereinabove known as the Company, shall be binding on the parties for the period of two years, and be deemed renewed

(Testimony of Harry E. Lundeborg.)

Board's Exhibit No. 4—(Continued)

from year to year thereafter unless either party shall give written notice to the other at least thirty (30) days prior to such expiration date of a desire to terminate this agreement, or to negotiate for amendments to this agreement, in which case the parties shall meet within five (5) days to begin negotiations.

If during the thirty (30) day period of negotiations the parties fail to agree then this agreement shall terminate at the expiration date; provided, however, that the parties may by mutual written agreement extend this agreement for a specific period beyond such expiration date for the continuance of negotiations.

(Signed) HARRY LUNDEBERG,

President Seafarer's International Union of North America; Secretary-Treasurer Sailors Union of the Pacific, affiliated with the A. F. of L.

(Signed) H. B. HANEY,

Tide Water Associated Oil Company (Associated Division). (13)

## Article II

### Wages and Working Rules

#### Engine Department

#### Section 1. Classifications and Rates of Wages:

The classifications and rates of wages in the Engine Department shall be as follows:



(Testimony of Harry E. Lundeborg.)

Board's Exhibit No. 4—(Continued)

	Basic Wage	Total Temporary Emergency Wages	Total Wages
Pumpman	\$120.00	\$18.00	\$138.00
Oiler	95.00	17.50	112.50
Fireman	90.00	17.50	107.50
Wiper	77.50	20.00	97.50

Section 2. Overtime:

Regular overtime rate is 80 cents an hour base rate plus 5 cents an hour emergency increase, or a total of 85 cents per hour.

Article III

Working Rules

Section 1. Work in Port:

(a) The hours of work for day workers shall be 8 hours per day weekdays between 8:00 a.m. and 5:00 p.m., with one hour for dinner; and from 8:00 a.m. to 12:00 noon on Saturdays.

(b) When watches are broken, the hours of labor shall be eight, between the hours of 8:00 a.m. and 5:00 p.m. weekdays and between 8:00 a.m. and 12:00 noon Saturdays.

All work performed after 5:00 p.m. and before 8:00 a.m. Saturday afternoons, Sundays and holidays shall be paid for at the regular overtime rate except as otherwise provided in this agreement.

Section 2. Work at Sea:

(a) All work in excess of 8 hours between midnight and midnight of each day shall be paid for at the regular overtime rate, except as otherwise provided in this agreement.

(b) Work performed between the hours of 5:00

(Testimony of Harry E. Lundeborg.)

Board's Exhibit No. 4—(Continued)

p.m. and 8:00 a.m. except for the necessary safe operation and navigation of the vessel shall be paid for at the overtime rate. (14)

### Section 3. Tank Cleaning:

When employees are required to enter and clean tanks, bilges and engine room or fire room tank tops, the watch on duty shall be paid overtime for this work at the regular overtime rate. Employees off watch shall be paid for this work at the base rate of \$1 per hour plus 10 cents per hour temporary emergency increase, or a total of \$1.10 per hour.

If watches are broken, regular overtime shall be paid for such work performed between the hours of 8:00 a.m. and 5:00 p.m. on weekdays except Saturday afternoons. \$1.10 per hour, including 10 cents per hour temporary emergency increase shall be paid for this work between the hours of 5:00 p.m. and 8:00 a.m. and on Saturday afternoons, Sundays and holidays.

Sea boots and oilskins shall be furnished by the Company for employees working in tanks.

### Section 4. Ships Stores:

Employees of the Engine Department shall handle engine room stores on dock and ship, except that heavy stores that require the use of gear shall be handled by the deck department.

### Section 5. Watches:

(a) When watches are broken, they shall be set not later than noon on sailing day.

(Testimony of Harry E. Lundeborg.)

Board's Exhibit No. 4—(Continued)

(b) When a vessel docks between 12:00 midnight and 8:00 a.m. and sea watches are broken, any part of a watch between midnight and 8:00 a.m. shall constitute a complete watch.

(c) In port employees in the Engine Department shall stand their regular watches between the hours of 5:00 p.m. and 8:00 a.m. without the payment of overtime, except that on Saturday afternoons, Sundays and holidays, overtime shall be paid for such work unless otherwise provided in this agreement.

Section 6. Time of arrival:

The day a vessel arrives at a port from sea shall be considered the date of arrival.

Section 7. Cleaning Quarters:

One wiper on duty shall be assigned daily to clean the quarters, washrooms and toilets of the unlicensed personnel in the Engine Department. This work shall be performed between the hours of 8:00 a.m. and 12:00 noon if possible. (15)

Section 8. Cleanliness of Quarters:

Employees of the Engine Department shall keep their respective living quarters clean and tidy at all times. This shall be in addition to the daily cleaning by a wiper.

Section 9. Division of Overtime Work:

Overtime work shall be assigned to the different ratings of the Engine Department employees as equally as practicable.

(Testimony of Harry E. Lundeborg.)

Board's Exhibit No. 4—(Continued)

Section 10. Arrivals and Departures:

When a vessel arrives in port on Saturday afternoons, Sunday or holidays, overtime for men on watch shall be begun when "Finished with engine" bell is rung.

When a vessel departs for sea on Saturday afternoons, Sundays or holidays, overtime for men on watch shall be paid until the "Ahead" or "Astern" bell is rung.

Section 11. Working Spaces:

No member of the unlicensed personnel of the Engine Department other than the pumpman or wiper, or if carried, the machinist or utility man, shall be required to work outside of the engine room without payment of overtime. Engine space to consist of fire room, engine room, ice machine room, tool shop and shaft-alley, and steering engine room. For the purposes of routine watch duties, the engine room spaces shall consist of fire room, engine room, ice machine room, steering engine room and shaft-alley. However, they may enter engine room storage space for the purpose of securing equipment with which to work.

Section 12. Pumpman—Duties at Sea:

A pumpman's duties at sea shall consist of handling cargo and tank equipment and all work necessary for the operation and maintenance of cargo pumps, deck auxiliaries, general cargo lines, room heating system and all deck machinery. He shall not be required to do any work that is not consid-

(Testimony of Harry E. Lundeborg.)

Board's Exhibit No. 4—(Continued)

ered his regular duties such as chip, scale, paint, polish brass, and so forth. He shall not be required to do any work in the engine room except his regular duties such as steam lines, cargo lines, etc. If at any time the pumpman is required to enter the tanks to make repairs, he shall be paid at the overtime rate.

The hours of a pumpman at sea shall be from 8:00 a.m. to 12:00 noon and 1:00 p.m. to 5:00 p.m. weekdays and from 8:00 a.m. to 12:00 noon on Saturdays. All work performed after 5:00 p.m. and before 8:00 a.m. and on Saturday afternoons, Sundays and holidays, shall be paid for at the regular overtime rate except as otherwise provided in this agreement. (16)

Section 13. Pumpman—Duties in Port:

While vessel is discharging cargo, a pumpman's hours of work shall be any eight consecutive hours in 24. If vessel is not discharging cargo, the hours of work shall be the same as at sea.

Section 14. Duties of Oilers on Sea Watches:

(a) Oilers on sea watches shall perform routine duties, oil main engine (if reciprocating), watch temperatures and oil circulation (if turbine), oil auxiliaries, steering engine, and ice machine. They shall pump bilges and tend water where gauges and checks are in the engine room and no water tenders are carried.

(b) Oilers shall do no cleaning or station work but they shall be required to leave safe working

(Testimony of Harry E. Lundeborg.)

Board's Exhibit No. 4—(Continued)

conditions for their relief, keeping the spaces around the main engine and auxiliaries clean of oil before going off watch.

(c) Oilers shall not be required to do any cleaning of boilers, painting, cleaning of paint, polishing work, wire brushing, chipping or scaling.

Section 15. Oilers—Duties in Port:

(a) Oilers in port shall perform routine duties and assist engineers in maintenance and repair work.

They shall not be required to do any boiler cleaning, painting, cleaning paint, polishing work, wire brushing, chipping or scaling, except cleaning piston rods, connecting rods, and link gear of main engine.

(b) Only such maintenance and repair work as is necessary and practicable shall be performed between the hours of 5:00 p.m. and 8:00 a.m.

(c) When watches are broken, oilers hours are to be those of day workers.

Section 16. Firemen—Duties at Sea:

(a) Firemen shall perform routine duties, keep burners, drip pans, and fuel oil strainers clean on all watches, punch carbon, keep steam, watch oil pressures and temperatures and shall tend water when gauges are in fire room. They shall not be requested to leave the confines of the fire room to oil auxiliaries or do any work not directly connected with steaming of boilers

(b) Firemen on watch may be assigned stations



(Testimony of Harry E. Lundeborg.)

Board's Exhibit No. 4—(Continued)

to keep clean. Each man to have a station equal in area below the lower grating and not below the floor plates or behind the boilers. On vessels having irregular gratings, 10 feet from the floor plates shall be considered the fireman's limit. (17)

(c) Blowing tubes shall not be a part of a fireman's recognized sea duty on ships where tubes are blown by hand or on any ship that has only one fireman on watch without a water tender on watch; provided, however, that the fireman on watch may be required to assist in blowing tubes to the extent of helping to open and close breeching doors, and turning steam on or off. Where automatic soot blowers are used, firemen shall handle valves connecting with same.

Section 17. Fireman—Duties in Port:

(a) When watches are not broken their duties shall be the same as at sea. When watches are broken, their hours of employment shall be the same as day workers. They shall assist in general repair and maintenance work, general cleaning, polishing and painting work as directed by the officer in charge.

(b) They shall wash down steam drums of water tube boilers or water side of Scotch boilers.

(c) When required to do any cleaning of boilers and fire boxes other than the above, they shall be paid overtime.

Section 18. Wipers—Duties at Sea and in Port:

(Testimony of Harry E. Lundeborg.)

Board's Exhibit No. 4—(Continued)

(a) The hours of employment shall be those of day workers.

(b) Wipers shall do general cleaning, scaling, painting and polishing work in the engine department, including pump rooms, handle engine room stores as provided in Section 4 of this Article, and any work in connection with taking on fresh water and fuel oil.

(c) Wipers shall do general maintenance and repair work as directed and supervised by the officer in charge.

(d) In all cases after blowing tubes by hand, the wiper must be released from duty to clean and wash up at least one hour before 5:00 p.m. on weekdays and 11:30 a.m. on Saturdays.

(e) Wipers shall be required to paint and clean fidley behind and on top of boiler spaces. This work shall not be done while vessel is in tropics.

(f) Wipers shall wash down fire room and engine room tank tops but shall be paid overtime when required to clean tank tops or bilges by hand. Cleaning bilge strainers and cleaning away sticks or rags shall be regarded as part of the wiper's usual duties and be done without payment of overtime.

(g) Wipers shall be paid overtime when required to clean inside the boilers. They shall, however, wash boilers with hose, haul up refuse and help clean fire room without payment of overtime.

(Testimony of Harry E. Lundeborg.)

Board's Exhibit No. 4—(Continued)

## Article II

### Wages and Working Rules

#### Stewards' Department

##### Section 1. Classifications and Rates of Wages:

The classification and rates of wages in the Steward's Department shall be as follows:

	Basic Wage	Total Temporary Emergency Wages	Total Wages
Steward-Cook	\$165.00	\$25.00	\$190.00
Cook	120.00	23.75	143.75
Junior Cook	100.00	15.00	115.00
Messman	75.00	12.50	87.50
Messboy	70.00	12.50	82.50

##### Section 2. Overtime:

The regular overtime rate in the Stewards' Department shall be 80 cents an hour base rate plus 5 cents an hour emergency increase or a total of 85 cents per hour.

## Article III

### Working Rules

##### Section 1. Head of Stewards' Department:

The steward-cook shall be recognized as head of the Stewards' Department and shall direct the work of the employees in that department. His immediate superior is the captain of the vessel.

##### Section 2. Working Hours:

(a) The hours of labor at sea and on board shall be 8 hours in a spread of 12 hours.

(b) In port the regular overtime rate shall be paid for work performed on Saturday afternoons, Sundays and holidays.

(Testimony of Harry E. Lundeborg.)

Board's Exhibit No. 4—(Continued)

(c) A sufficient number of Stewards' Department personnel shall be employed on Saturday afternoons, Sundays and holidays, for the preparation and serving of meals to crew members who eat aboard ship on those days.

Section 3. Routine Duties:

The regular routine laid out below shall be carried out within the regular working hours as specified, and it shall be the duty of the Stewards' Department to organize their work so that it is accomplished.

Routine duties for members of the Stewards' Department shall be to prepare and serve regular meals, to clean and maintain the quarters of the licensed personnel, all dining rooms, messrooms, washrooms, galley, pantry and storerooms; to chip, scrape, paint and wash paint. (19)

However, if the cooks are required to do chipping, scraping, painting, or washing paint, those actually engaged in this work shall be paid for such work at the regular overtime rate.

Section 4. Ship's Stores:

Employees in the Stewards' Department shall not be required to handle stores from dock to ship or ship to dock, except quantities of perishables such as milk, bread, fruit, vegetables, etc.

Stewards' stores shall be distributed to meat, chill, and storerooms by the Deck Department and be stowed by Stewards' Department employees.

(Testimony of Harry E. Lundeborg.)

Board's Exhibit No. 4—(Continued)

Section 5. Cleaning Ice Box and Chill Room:

When employees on duty are required to wash down and clean ice box and/or chill room, they shall be paid at the regular overtime rate for such work.

Employees shall be paid at the rate of \$1.10 per hour, consisting of \$1.00 per hour base rate plus 10 cents per hour temporary emergency increase, for all such work performed during other than regular working hours or on Saturday afternoons, Sundays, and holidays while in port.

Section 6. Meal Service Outside of Dining Rooms and Messrooms:

When any member of the Stewards' Department is required to serve meals outside of the messroom, he shall receive one hour overtime for such service, regardless of the number of men served. The members of the Stewards' Department shall not be required to enter the fire room or engine room.

Neither shall they ordinarily be required to go up on the bridge for the purpose of serving coffee or meals, except when the master or pilot are required to be on the bridge in the performance of regular duties, and for such service no overtime shall be paid.

Members of the Stewards' Department shall not be required to serve meals on the deck except when necessity demands and the galley and messroom functions have been moved on to the deck.

In such case meals will be served on the decks

(Testimony of Harry E. Lundeborg.)

Board's Exhibit No. 4—(Continued)

not only to the master but to the pilot and to the entire personnel, if so required, without overtime.

When sick or injured officers or crew members are unable to go to eating places for their meals, members of the Stewards' Department will serve meals to them without overtime. (20)

Section 7. Extra Meals:

(a) When extra meals are served to other than regular members of the crew signed on articles, passengers and/or pilots, when carried, overtime shall be paid to not exceeding four members of the Stewards' Department at the rate of one hour for every four meals prepared and served.

(b) The amount of extra meals served shall be totaled and computed in accordance with paragraph (a) of this section and at the end of each voyage.

(c) When members of the Stewards' Department are required to serve late meals due to the failure of officers eating within the prescribed time, the members of the Stewards' Department actually engaged in preparing and serving the meals shall be given one hour overtime.

(d) No extra meals are to be served without the authority of the master or officer in charge of the vessel.

(e) When extra personnel is carried in the Stewards' Department for the purpose of serving naval personnel, meals served to such personnel shall not be considered extra meals.

(f) Service of meals to pilots in the messroom



(Testimony of Harry E. Lundeborg.)

Board's Exhibit No. 4—(Continued)

shall not be considered as service of extra meals.

Section 8. Night Lunches:

(a) Employees in the Stewards' Department shall be required to prepare night lunches for officers and crew.

(b) Employees in the Stewards' Department (not exceeding two) actually engaged in preparing and serving the midnight meal shall be paid for three hours at the regular overtime rate.

Section 9. Meal Hours Delayed:

When meal hours are delayed on account of crew being occupied and unable to eat at their regular meal hours, all necessary members of the Stewards' Department will be paid at the regular overtime rate for the time delayed.

Section 10. Bread Supply:

In all parts of the United States bread shall be supplied from shore if available.

Section 11. Employment of Steward-Cook:

The Union agrees that the Company may employ its Steward-Cook from any source it sees fit and without regard to Union affiliation. (21)

Stewards Division

This agreement made and entered into this 18th day of November, 1942, by the Seafarers International Union of North America for the Engine Division and for the Stewards Division, and Sailors Union of the Pacific, affiliated with the Seafarer's International Union of North America, Deck Department, A. F. of L., hereinabove known as the Union, and Tide Water Associated Oil Company

(Testimony of Harry E. Lundeborg.)

Board's Exhibit No. 4—(Continued)

(Associated Division), hereinabove known as the Company, shall be binding on the parties for the period of two years, and be deemed renewed from year to year thereafter unless either party shall give written notice to the other at least thirty (30) days prior to such expiration date of a desire to terminate this agreement, or to negotiate for amendments to this agreement, in which case the parties shall meet within five (5) days to begin negotiations.

If during the thirty (30) day period of negotiations the parties fail to agree then this agreement shall terminate at the expiration date; provided, however, that the parties may by mutual written agreement extend this agreement for a specific period beyond such expiration date for the continuance of negotiations.

(Signed) HARRY LUNDEBERG,  
President Seafarer's International Union of North  
America; Secretary-Treasurer Sailors Union  
of the Pacific, affiliated with the A. F. of L.

(Signed) H. B. HANEY,  
Tide Water Associated Oil Company (Associated  
Division). (22)

(Testimony of Harry E. Lundeborg.)

## Board's Exhibit No. 4—(Continued)

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Trial Examiner Batten: We will recess until 3:00 o'clock.

(Brief recess.)

Trial Examiner Batten: Let us proceed.

Q. (By Mr. Moore): Referring, Mr. Lundeborg, to Board's Exhibit 3, will you state what types

(Testimony of Harry E. Lundeborg.)

of vessels are operated by the companies who are members of the shipowners Association of the Pacific Coast?

A. These people operate what you call coast-wise vessels, lumber schooners and freighters. During peacetime they usually run up and down the coast. At the present time most of them is run out to the Islands to the Hawaiian Islands or up to Alaska for the Army or the Navy.

Q. Do you know what types of cargoes they carry now?

A. They carry war material for the armed forces.

Q. What types specifically have you observed being located on ships operated by those companies? [106]

A. Ammunition, torpedoes, supplies, food to the various Army bases in the Pacific.

Q. Has any governmental agency taken any steps, to your knowledge, to stabilize labor relations in the shipping industry on the Pacific Coast?

A. Yes.

Q. I will ask you if any steps, to your knowledge, have been taken with reference to the contract which is in evidence as Board's Exhibit 3 by any government agency?

A. The War Shipping Administration, Admiral Land, called us all together in Washington——

Q. By "us" whom do you mean?

A. All the union representatives. (Continuing): ——called us into Washington, D. C., in the month



(Testimony of Harry E. Lundeborg.)

of April, last year, 1942, and we had a meeting there which was presided over by Admiral Land. And then he told us, he said, "We have a war on. Now we want to get everything running smooth. We want to stabilize these agreements so we will have no trouble."

So various solutions were offered, and we offered this solution that Admiral Land guarantee us our existing agreements for the duration of the war, with all clauses in them as is. In other words, we voluntarily froze the agreements for the duration of the war. He agreed to that, and then he issued a directive which guaranteed us our collective bargaining, including this here, for the duration of the war. [107]

Q. By "this" you mean Board's Exhibit 3?

A. Yes.

Mr. Guntert: Mr. Examiner, I move that be stricken. If we have any directive, I think we should see it. It's a conclusion of this witness as to whether or not Admiral Land guaranteed anything.

Trial Examiner Batten: Do you have a copy of that directive, Mr. Lundeborg?

Mr. Lundeborg: I have a copy in San Francisco signed by Admiral Land and signed by ourselves. I can get it down here.

Trial Examiner Batten: When can you get it?

The Witness: I will have to call San Francisco and have them send it down. It is called a "Statement of principle."

(Testimony of Harry E. Lundeborg.)

Trial Examiner Batten: Will you try and have it down hereby tomorrow?

The Witness: Well, I will get ahold of San Francisco right now and call them up and have them send it air mail.

Trial Examiner Batten: You mean right now? Or do you want to go ahead?

The Witness: If there is no objection—go out and call San Francisco and reverse the charges (addressing Mr. Gries.) Ask them to send down the statement of principles.

Trial Examiner Batten: You have more than one copy of it?

The Witness: Yes. [108]

Trial Examiner Batten: Well, you had better send down about three or four copies if you have several.

Mr. Moore: Just a moment, before you do that. May I ask whether Respondent doesn't have a copy of the same thing?

Mr. Guntert: That was in the general orders and directives sent out by the War Shipping Administration?

The Witness: It is called the "Statement of Principles," governing the labor relations of the merchant marine, signed by Admiral Land.

Mr. Guntert: As I understand it from your testimony, that applies to contracts in existence?

The Witness: Yes.

Mr. Guntert: I object to it being brought down because it has no bearing on this case at all.

(Testimony of Harry E. Lundeborg.)

Trial Examiner Batten: I wouldn't pass on it without seeing it.

Mr. Guntert: I want to urge again that we are so far afield from the issue. Here we are talking about contracts between members of other companies, numbers of other organizations, which have no bearing here at all.

Trial Examiner Batten: Mr. Guntert, I think they do have a bearing. I think they are material to a determination of this issue. I mean, after all you can't determine the case of the Richfield Oil Company in a vacuum.

Now, it is true that your company has a right to issue [109] any order it wants. The Wagner Act doesn't tell you you can't issue an order. But it is just the same as with a discharge of a man. You can fire a man because he has red hair, black hair or no hair. But the only issue here is whether or not it is an 8(1) violation for your company to refuse to issue passes to representatives of the union.

That is the issue. You base it upon the fact that it is a safety provision.

Now, when we decide the issue I shall have to decide how much merit there is in your decision to put it upon that basis, whether the motive for issuing it is proper or not.

Now, I think to do that I have to have all the information I can get. I think the Board should have it. How much weight will be given to it I don't know. But I think it is relevant.

Mr. Moore: I will state that my purpose in

(Testimony of Harry E. Lundeborg.)

bringing up this action of Admiral Land has a bearing on the interpretation which Respondent says it has placed upon orders emanating from that agency.

Now, obviously, if an agreement containing a provision for passes were approved for the duration of the war, that may not be a statement that passes must be granted. But it certainly negatives any positive belief on Admiral Land's part that passes are improper.

Trial Examiner Batten: Well, we will get them down here. I am not receiving them now. When they are here and marked [110] and offered, then I shall pass upon them.

We will proceed.

Q. (By Mr. Moore): Mr. Lundeborg, do you have any identification card or badge issued by the Coast Guard or other naval or military force?

A. This is issued by the 12th Naval District, Commandant La France, and admits me to any pier or any ship where the Navy has anything to do with it, which covers pretty near all the ships on the coastwise scale now.

Mr. Moore: May the record show that the witness is referring to a card in a metal container which he removed from his belt?

Mr. Guntert: May I see that, counsel?

Mr. Moore: Yes.

Trial Examiner Batten: Mr. Lundeborg, do your patrolmen in these various ports have those also?

The Witness: Yes.

(Testimony of Harry E. Lundeborg.)

Mr. Ryan: He has another pass, too.

The Witness: That is the federal fingerprint card.

Q. (By Mr. Moore): You have also produced another card, Mr. Lundeborg, a card which bears your picture. Will you state what that is?

A. This is what is required by the United States Coast Guard for me to get on the waterfront in the various Pacific Coast ports. If I haven't got that, I can't get near the waterfront. [111]

Q. Do other representatives of your union, namely, patrolmen, have such identification cards?

A. Every one of them has the same thing.

Mr. Guntert: I call attention to the fact that this says this is not a pass. There is nothing on here——

Trial Examiner Batten: Well, of course, no one contends, I don't think, Mr. Guntert, that it is a pass.

Mr. Guntert: Well, this line of testimony would seem to indicate that. He said it would permit him to go on any pier.

Trial Examiner Batten: No, I don't think so.

Q. (By Mr. Moore): I will ask you, Mr. Lundeborg, these identification cards that you produce do not entitle you to go on board ships, do they?

A. If you haven't got one of those when you go on board one of the ships, usually most of the ships got a Navy man on the gangway and if he doesn't see this he won't let me aboard.

(Testimony of Harry E. Lundeborg.)

Trial Examiner Batten: Even if you have a pass?

The Witness: That's right. They want me to back it up with these.

Trial Examiner Batten: You have both of these, the metal button with the picture, the card with your fingerprint and picture and a pass?

The Witness: That's right.

Trial Examiner Batten: You need all three of those?

The Witness: Yes. [112]

Trial Examiner Batten: In order to get on a boat?

The Witness: Yes.

Trial Examiner Batten: Now, do you need all three of *us* to go on the dock or the pier?

The Witness: Yes. Most of the time we need all three of them because there is always a naval guard on the docks now, and for us to get on the waterfront we pass the armed guards, and you show them this and this. He doesn't ask for the pass to the ship. When you go on board at the various docks, then you must show this again, and this, and also the company pass. And then when you go on board of a ship you show the regular pass, and in most of the ships they have a Navy man, especially those ships that pack troops, and so forth, and supplies. They have Navy guards on every one of those ships. That's what they are interested in.



(Testimony of Harry E. Lundeborg.)

Trial Examiner Batten: The one with the metal picture in it?

The Witness: Yes. And I might state that before we get a pass like that it takes about three weeks of investigation by the F. B. I. and the Naval Intelligence.

Mr. Moore: I will offer this in evidence as Board's Exhibit 5 and request permission to substitute a photostatic copy of the metal pass which the witness has produced which is inscribed "12th Naval District, San Francisco, No. 1539."

The Witness: Well, I can't let you have that. I am [113] going to hang onto that myself.

Q. (By Mr. Moore): Can you have a photostat made?

A. Yes. But I am not supposed to let anybody else have that.

Trial Examiner Batten: Can't you take it somewhere and have it photostated and stay there while they photostat it, Mr. Lundeborg?

The Witness: Yes, I can do that.

Trial Examiner Batten: And have the other one photostated also.

Mr. Moore: Yes. I offer now as Board's—

Trial Examiner Batten: I won't receive them now. When he gets the photostats, bring them in here and see whether they are proper reproductions.

Mr. Ryan: Mr. Examiner, I might say that inasmuch as there is important matter on both sides that he have both sides photostated.

(Testimony of Harry E. Lundeborg.)

Trial Examiner Batten: You have both sides photostated, and we will want two copies for the record.

The Witness: Yes.

Trial Examiner Batten: I will determine at the time the photostats are presented whether they are proper reproductions and whether they are material and whether they should be received.

Q. (By Mr. Moore): Well, you testified, Mr. Lundeborg, with reference to the practice among shipping companies on the Pacific [114] Coast in the matter of granting passes to unions representing their employees for collective bargaining.

Are you familiar with the practice in that respect that is followed on the Gulf and Atlantic Coasts? A. Yes, sir.

Q. What is the practice there?

A. The practice prevails the same on the Atlantic and Gulf Coasts as on the Pacific Coast, and all shipping companies which we have been recognized by and have agreements with, we also have passes from them.

Trial Examiner Batten: Do you have passes on any of the companies that operate tankers in the Gulf and Atlantic Coasts?

The Witness: We have passes from the Hillcone, which is a Pacific Coast Company but which has a vessel or two operating out of the Gulf, and we have been granted passes to all of our representatives down there. But we have no contract with any Atlantic and Gulf tanker company.

(Testimony of Harry E. Lundeberg.)

Q. (By Mr. Moore): Mr. Lundeberg, has Richfield Oil Corporation ever issued passes to representatives of the unions you represent?

A. Yes. They granted us passes here in 1938 for the Port of San Pedro only.

Q. You mean by that that you do not have passes for their ships in other ports?

A. No. [115]

Q. And for how long did you continue to use passes of the Richfield Oil Corporation?

A. Of the Richfield Oil Corporation? They cancelled our passes on February 15th, 1942. They also cancelled our agreement.

Q. Since February 15, 1942, have you personally carried on any negotiations or correspondence with Richfield Oil Corporation with reference to obtaining other passes?

A. Yes, verbally and written.

Mr. Moore: May I have this document, consisting of two typewritten pages, marked Board's Exhibit 5 for identification?

Trial Examiner Batten: Yes. I would mark that 5. Then when we get the photostats they can be numbered at the time.

(The document referred to was marked for identification as Board's Exhibit No. 5.)

Q. (By Mr. Moore): Mr. Lundeberg, I show you a document consisting of two pages marked Board's Exhibit 5 for identification and ask you if you will identify it, if you can?

A. Yes. This is a letter from Mr. Jones who is the head man, I take it, from Richfield Oil Corpora-

(Testimony of Harry E. Lundeborg.)

tion, a letter to me sent on January 18th, denying us passes.

Q. Was this letter received at your office?

A. It was received at the office in San Francisco.

Q. That is, the office of the unions you represent?

A. Yes. [116]

Mr. Moore: I offer Board's Exhibit 5 for identification in evidence.

Trial Examiner Batten: Have you shown it to the attorneys?

Mr. Moore: I have shown them a copy.

Trial Examiner Batten: Do you have any copies of this?

Mr. Moore: Yes, sir.

Trial Examiner Batten: Mr. Guntert, do you have any objection to this letter?

Mr. Guntert: No, sir.

Trial Examiner Batten: If there is no objection, it will be received.

(The document heretofore marked for identification as Board's Exhibit No. 5 was received in evidence.)

(Testimony of Harry E. Lundeborg.)

BOARD'S EXHIBIT No. 5

RICHFIELD OIL CORPORATION

Richfield Building, Los Angeles, California

January 18, 1943.

Office of the

President

Mr. Harry Lundeborg

Secretary-Treasurer, Sailors Union of Pacific

President, Seafarers International Union

Headquarters: 402-404 Lumbermen's Building

San Francisco, California

Dear Sir:

I am replying to your letter of January 7, 1943, with which you enclosed a copy of the agreement dated November 18, 1942 between the labor organizations which you represent and Tidewater Associated Oil Company (Associated Division), and in which you offer Richfield Oil Corporation the same kind of agreement "contingent upon acceptance" by us "of that agreement as a whole, including the preferential employment clause".

I understand from Mr. P. C. Lamb, Manager of our Marine Department, that he has had numerous meetings with you, that you and he are in substantial agreement as to most of the matters pertaining to working conditions which you have discussed, but that the negotiations have been protracted because of your insistence on a preferential hiring clause and a provision for passes for your representatives

(Testimony of Harry E. Lundeborg.)

to our ships. Mr. Lamb has now referred to me these two controversial questions.

Richfield Oil Corporation will not voluntarily grant a preferential hiring clause because we are opposed to it as a matter of fundamental principle. We consider it monopolistic, undemocratic and un-American to abandon the freedoms involved, freedom on our part to hire the ablest men available, and freedom on the part of the men who seek employment on our ships to belong or not to belong to a labor organization as they may choose.

With the advent of war we resolved to eliminate as soon as possible all passes to our ships. You will recall that we at that time had an agreement with the Sailors Union of Pacific which contained a provision for passes, but when the agreement expired by its terms February 15, 1942 we did not renew it because of that provision. Upon termination of that agreement we were in a position to cancel and did cancel passes issued pursuant to an agreement we had with Marine Engineers Beneficial Association No. 79, Inc. We also allowed to terminate on March 31, 1942 an agreement with Pacific Coast Marine Firemen, Oilers, Water Tenders, and Wipers' Association, which provided for passes.

On February 20, 1942 we were informed by the Regional Director of the National Labor Relations Board that National Maritime Union of America had filed a charge against us alleging that we en-



(Testimony of Harry E. Lundeborg.)

gaged in unfair labor practices in refusing passes to representatives of that Union. Upon our showing that we had adopted a policy of not granting any to

passes/anybody for the period of the war, the Regional Director refused to issue a complaint, and upon appeal, the National Labor Relations Board upheld him in so refusing. You, of course, are familiar with the principle that if passes are granted even to certified bargaining agents, they must also be granted to any and all other labor organizations requesting them. This would result in many people visiting our ships whenever they are in port.

The reasons why this Corporation does not want visitors on its ships, either representatives of labor organizations or anybody else, are almost self-evident. Inherent dangers and hazards exist on a tank ship loaded with, loading, or unloading highly inflammable products. The slightest bit of carelessness can result in disaster. The more people there are on board, the greater are the possibilities that some act of negligence or carelessness may occur. Tank ships are precious beyond any measure in this war, and all risks to them should be kept to an irreducible minimum. Furthermore, the critical tanker shortage demands that there be the least possible delay in loading and unloading of ships and that all operations be kept at maximum efficiency to minimize the loss of tanker time. When our ships are in port the men not on watch are not required to be, and should not be, on board. The men who are

(Testimony of Harry E. Lundeberg.)

on watch are busy in the performance of their duties and should not be distracted therefrom by visitors, particularly in times of all-out war effort.

Mr. Lamb is quite willing to sit down with you at any time and reduce to a formal contract all of the matters upon which you have already reached an agreement, and such other matters upon which you may agree. He tells me that the wages provided for in the agreement with Tidewater Associated are substantially what we are paying now, and that the "general rules" (except the provisions as to preferential hiring and as to passes) and the "working rules" as applied to the Deck and Engine Department, contained in the Tidewater Associated Agreement are approximately what we will be willing to agree to. Therefore, there should be very little difficulty in reducing the agreement to writing.

Yours very truly,

CHAS. S. JONES.

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Mr. Moore: No further questions.

Trial Examiner Batten: Mr. Guntert?

Mr. Guntert: No cross examination.

Trial Examiner Batten: That is all, Mr. Lundeberg.

The Witness: Thank you.

(Witness excused.)

Mr. Guntert: There is a matter I would like to take up now, unless counsel has something more.

Mr. Moore: Go right ahead.

Mr. Guntert: Pending Mr. Lamb's arrival. [117]

Trial Examiner Batten: Do you have any further witnesses?

Mr. Moore: Yes. I intend to call Mr. William Gries. He is out of the room right now, I think, telephoning.

Mr. Lundeborg: I will go and get him.

Mr. Guntert: What I have here might save some time.

Trial Examiner Batten: All right.

Mr. Guntert: In our answer we alleged that on or about February 20th we, the Richfield Oil Corporation, received a communication from the Regional Director announcing the complaint, and we answered that; and the Regional Director declined to issue the complaint and he was sustained by the Board.

I would like to introduce as an exhibit copies of that exchange of communications.

Trial Examiner Batten: Will you have them marked, Mr. Guntert?

Mr. Guntert: Yes. Let's see. The next number, I believe, is 5, is it not, for the Respondent?

(The documents referred to were marked for identification as Respondent's Exhibits 5-A to 5-E for identification.)

Mr. Guntert: Could we have about a five minute recess?

Trial Examiner Batten: Let's dispose of this matter first, Mr. Guntert.

Mr. Moore: Have Respondent's Exhibits 5-A, et cetera, been [118] offered in evidence?

Mr. Guntert: They haven't, but I now offer them.

Mr. Moore: I will object to them upon the ground that this material is not material to the case at issue, for this reason, among others:

It is not shown that the National Maritime Union of America is the exclusive bargaining agent of any employees of the company. The case is in no way analogous to the present one for that reason.

Further, a refusal to issue a complaint by the Regional Director is not a finding of the Board that no unfair labor practices have occurred. The Board has issued its complaint in this matter on a stated set of facts, and the Board will depend on the evidence in this case rather than some other case.

Trial Examiner Batten: Well, I think they ought to be in the record. I think they are a part of the history of this case.

Mr. Guntert: It's the identical situation.

Trial Examiner Batten: When I say "this case" I don't mean this particular numbered case. I presume we might say, as is so frequently said, this might be background.

Mr. Moore: Then I will further object to the foundation. As I understand it, there is none here.

I would like to know what the foundation is before the ruling is made. [119]

Trial Examiner Batten: Well, what foundation?

Mr. Moore: Well, we have certain documents here with the numbers 5-A through E on them, but that's all we have.

Trial Examiner Batten: Well, what foundation do you want? Do you want Mr. Guntert to prove that this is Mr. Walsh's letter and that these letters are contained in the files of the Labor Board? Is that what you want?

Mr. Moore: No, no. I want him to prove how they happened to have these. What I mean, Mr. Examiner, is that I don't believe these things should be permitted to speak for themselves just the way they appear here. They have no meaning. They don't state the controversy.

Trial Examiner Batten: Well, don't you think that is Mr. Guntert's responsibility and not yours?

Mr. Moore: That is exactly what I say.

Trial Examiner Batten: If they don't properly stated the situation and don't show anything, then Mr. Guntert is the one that will have to assume the responsibility for that, isn't he?

Mr. Moore: That is one way to look at it, Mr. Examiner. But, on the other hand, something that is not identified in any way can't be used by the Board and would be encumbering the record.

Trial Examiner Batten: We will have a recess while you go in the Board's files and bring them out here and check against [120] the Board's file. If you don't find anything like this in the Board's file, then I will take the proper steps.

So we will recess now until 25 minutes of 4:00.

(Brief recess.)

Trial Examiner Batten: We will proceed. Have you checked up those letters, Mr. Moore? If you

haven't, let me know what you find after you have checked them.

Mr. Moore: I want to ask counsel if it may be stipulated that the National Maritime Union was not a certified bargaining agent for any of the employees of the Richfield Oil Corporation?

Mr. Guntert: I don't know whether they were representing anyone, but I am sure that they were not certified. Am I correct in that, Mr. Lamb?

Mr. P. C. Lamb: The National Maritime Union was certified at one time, I think about 1929. But the question as to whether any employees were still employed during the past few years is very doubtful.

Trial Examiner Batten: Well, of course, they were not certified, were they?

Mr. Lamb: They were certified.

Trial Examiner Batten: Well, I mean in 1942.

Mr. Lamb: No. This was in 1929.

Trial Examiner Batten: Well, is that satisfactory, Mr. Moore? [121]

Mr. Lundeberg: Mr. Examiner, the National Maritime Union never came into existence before 1937. They weren't in effect.

Trial Examiner Batten: Well, let's don't get into that. What we are trying to do, Mr. Lundeberg—just a moment—is to agree here that in 1942 they were not certified. And, as I understand it, you are all agreed that in 1942 they were not.

Mr. Lamb: That's right.

Mr. Moore: That is agreeable.



Trial Examiner Batten: Is that agreed, Mr. Guntert?

Mr. Guntert: So stipulated.

Trial Examiner Batten: Mr. Lundeberg?

Mr. Lundeberg: That's right.

Mr. Moore: Now, may it be stipulated that in October, 1942, and subsequent thereto the Sailors Union of the Pacific had been certified by the National Labor Relations Board as the exclusive collective bargaining representative of the company's unlicensed personnel in the deck department?

Mr. Guntert: That is the allegation which we have admitted.

Trial Examiner Batten: You have admitted it?

Mr. Moore: That is not the allegation that is admitted.

Trial Examiner Batten: Well, whether it is or not, I presume that is a fact, Mr. Guntert?

Mr. Guntert: Yes, they are certified, I understand. [122]

Trial Examiner Batten: Yes. And, Mr. Lundeberg, is that correct?

Mr. Lundeberg: That is correct.

Mr. Moore: And may it be further stipulated that the Seafarers International Engine Division was certified by the Regional Director prior to October, 1942, after an election among the employees, as the exclusive collective bargaining representative of unlicensed personnel in the company's engine department?

Mr. Guntert: So stipulated. It was prior to October, 1942.

Mr. Moore: Yes.

Trial Examiner Batten: Is that agreeable to you, Mr. Lundeberg?

Mr. Lundeberg: Yes.

Mr. Moore: Then I will withdraw my objection to Respondent's Exhibit 5.

Trial Examiner Batten: I think it was previously received. But if there is any doubt about it, I will receive it again.

(The document heretofore marked for identification as Respondent's Exhibits 5-A to 5-E, inclusive, were received in evidence.)

#### RESPONDENT'S EXHIBIT No. 5-A

(Copy)

National Labor Relations Board  
Twenty-First Region  
U. S. Post Office and Courthouse  
Los Angeles, California

In reply refer to:

Case No. XXI-C-2001

Richfield Oil Corporation

May 25, 1942

Richfield Oil Corporation  
Richfield Building  
Los Angeles, California  
Attention—Mr. R. W. Ragland

Gentlemen:

An appeal was taken from the Regional Director's refusal to issue complaint in the above matter.

The Board has considered the appeal and has sustained the Regional Director's decision in the matter.

Very truly yours,  
(signed) WM. R. WALSH  
WILLIAM R. WALSH  
Director

MA

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RESPONDENT'S EXHIBIT No. 5-B

(Copy)

National Labor Relations Board Letterhead

In reply refer to:

Case No. XXI-C-2001

Richfield Oil Corporation

March 20, 1942

National Maritime Union of America

57 Post Street

San Francisco, California

Attention—Mr. Benjamin Dreyfus

Gentlemen:

The above captioned case, charging a violation of Section 8, subsection (1) of the National Labor Relations Act, has been carefully investigated and considered.

Further proceedings do not seem warranted, and I am, therefore, refusing to issue complaint in this matter.

Pursuant to the National Labor Relations Board Rules and Regulations, Series 2, as amended, Article II, Section 9, you may obtain a review of

this action by filing a request therefor with the National Labor Relations Board in Washington, D. C., and by filing a copy of such request with me. This request shall contain a complete statement setting forth the facts and reasons upon which the request is based.

Very truly yours  
(signed) WILLIAM R. WALSH  
Director

WRW:MA

cc: National Labor Relations Board  
Washington, D. C.  
Richfield Oil Corporation  
Richfield Bldg., Los Angeles

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RESPONDENT'S EXHIBIT No. 5-C

(Copy)

National Labor Relations Board Letterhead  
March 13, 1942

In reply refer to:  
Richfield Oil Corp.  
XXI-C-2001

Richfield Oil Corporation  
Richfield Building  
Los Angeles, California  
Attention—Mr. R. W. Ragland

Gentlemen:

This will acknowledge receipt of your letter of March 12, 1942 in regard to the above case.

It is my understanding that the company will

issue no passes to any organization enabling any organization to send representatives aboard any of the company's tankers for the remainder of the war period. A recommendation for disposition of the charge is being made on this basis.

We appreciate the cooperation of the corporation in assisting in the tentative settlement of the charge and your personal assistance in supplying the information requested.

Very truly yours,  
(signed) ROGER G. McGUIRE  
Field Examiner

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RESPONDENT'S EXHIBIT No. 5-D

(Copy)

March 12, 1942

National Labor Relations Board  
Twenty-First Region  
U. S. Post Office and Courthouse  
Los Angeles, California.

Attention: Mr. Roger G. McGuire,  
Field Examiner

Your Docket: Richfield Oil Corporation  
XXI-C-2001

Gentlemen:

We are replying to Director Walsh's letter of February 20, 1942 informing us that National Maritime Union of America has filed a charge pursuant to Section 10 (c) of the National Labor Relations

Act, alleging that this Corporation is engaged in unfair labor practices within the meaning of Section 8, subsection (1) of the Act, in that:

“The aforesaid company did, on or about July 16, 1941, and at various times thereafter, refuse permission to officers of this Union to visit the vessels of the company, and to talk with the members of this union on these vessels.

“Said company has, to the knowledge of the National Maritime Union of America, issued passes to other labor organizations, and gave permission to visit its boat to officers and members of other organizations; and the aforesaid company’s failure to give such permission and passes to officers of the National Maritime Union of America constitutes an unfair labor practice, and violates the rights and privileges accorded to employees under Section 7, and Section 8, sub-section (1), of the National Labor Relations Act.”

We are without knowledge or information sufficient to form a belief as to whether any person employed on or about July 16, 1941 or thereafter is a member of the National Maritime Union of America and we, therefore, deny that we refused permission to officers of that union to talk with members of that union on our ships.

We admit that we refused permission to officers of the National Maritime Union of America to go aboard our ships, but we deny that such refusal violated any provision of the National Labor Relations Act.



We further deny that the issuance of passes by us to other labor organizations constituted a discrimination against the National Maritime Union of America, since (a) the passes we have issued to other labor organizations have been issued pursuant to provisions of agreements between the Corporation and such other labor organizations, made after certification of such labor organizations as bargaining agents by the National Labor Relations Board, and (b) we have never issued passes to any labor organization except pursuant to an agreement made after certification by the National Labor Relations Board.

In connection with cases XXI-R-1569, XXI-R-1570 and XXI-R-1571, we have previously furnished you copies of the following agreements between this Corporation and labor organizations:

(1) Agreement dated February 15, 1939 with Sailors' Union of the Pacific.

(2) Agreement dated September 1, 1938 with Marine Engineers Beneficial Association No. 79, Inc.

(3) Agreement dated April 1, 1939 with Pacific Coast Marine Firemen, Oilers, Water Tenders and Wipers' Association.

These agreements were made with the respective labor organizations after their certification by the National Labor Relations Board.

Each of the agreements provided that the Corporation would issue passes to representatives of

the union to board ships for the purpose of transacting union business with union members or for visiting union members.

In the early Summer of 1941 (prior to July 16, 1941) a large number of American Flag tankships were drafted by the United States Maritime Commission for the so-called "shuttle service" in the interest of national defense. It immediately became evident that there was a shortage of tanker tonnage in relation to requirements for national defense, and that such shortage would become more and more serious. At that time, this Corporation determined not only that it would not issue more passes to its ships, but that it would cancel all then existing passes as soon as it could do so without violation of agreements with labor organizations.

The agreement with the Sailors' Union of the Pacific, mentioned above, was terminated February 15, 1942 and all passes issued pursuant thereto were immediately cancelled.

The Corporation was then in a position to cancel, and did cancel, passes issued pursuant to the agreement with Marine Engineers Beneficial Association No. 79, Inc., mentioned above.

Under the provisions of the agreement with Pacific Coast Marine Firemen, Oilers, Water Tenders and Wipers' Association, above mentioned, such agreement could be terminated by either party on March 31, 1942, and this Corporation has notified said labor organization of the termination of such agreement on said date, unless prior thereto the agreement is amended by the deletion therefrom

of the provisions under which the Corporation is required to issue passes.

The reasons why the Corporation does not want visitors on its ships, either representatives of labor organizations or anybody else, are almost self-evident. Inherent dangers and hazards exist on a tankship loaded with, loading, or unloading highly inflammable products. The slightest bit of carelessness can result in disaster. The more people there are on board, the greater are the possibilities that some act of negligence or carelessness may occur. Tankships are precious beyond any measure of price in this war, and all risks to them should be kept to an irreducible minimum.

Furthermore, the critical tanker shortage demands that there be the least possible delay in the loading and unloading of ships and that all operations be kept at maximum efficiency to minimize the loss of tanker time. When our ships are in port the men not on watch are not required to be, and should not be, aboard. The men who are on watch are busy in the performance of their duties, and should not be distracted therefrom by visitors, particularly in times of "all out" war effort.

In addition to the foregoing considerations, we have been enjoined by the Navy to use the utmost attainable degree of secrecy as to the arrivals, departures, and movements of our ships. Although visitors to a ship may keep secret anything they may learn as to arrivals and departures, the fact that they are habitual visitors to ships and that

their movements may be watched would constitute an additional difficulty in limiting knowledge of the arrivals and departures of our ships as narrowly as possible.

We have been, and are, mindful of the principle that if we issue passes to the representatives of any labor organization, with which we have no contract providing for passes, it would seem to follow that we would have to issue passes to any and all organizations (which we would have to determine, at our own risk and peril, to be or not to be bona fide labor organizations) claiming the right to visit an alleged member of the organization aboard our ships. We respectfully submit that for at least the duration of the war such a principle may contain elements of hazard and danger that can be avoided and, therefore, should be avoided.

Very truly yours,

RICHFIELD OIL COR-  
PORATION

By .....

Assistant to the President

RWR:F

RESPONDENT'S EXHIBIT No. 5-E

(Copy)

Letterhead of

National Labor Relations Board

Twenty-First Region

U. S. Post Office and Courthouse

Los Angeles, California

February 20, 1942

In reply refer to:

Richfield Oil Corporation

XXI-C-2001

Richfield Oil Corporation

333 Montgomery Street,

San Francisco, California.

Gentlemen:

This is to inform you National Maritime Union of America has filed a charge pursuant to Section 10 (c) of the National Labor Relations Act, alleging that Richfield Oil Corporation is engaged in unfair labor practices within the meaning of Section 8, subsection (1) of the Act, in that:

“The aforesaid company did, on or about July 16, 1941, and at various times thereafter, refuse permission to officers of this union to visit the vessels of the company, and to talk with the members of this union on these vessels.

“Said company has, to the knowledge of the National Maritime Union of America, issued passes to other labor organizations, and gave permission to visit its boats to officers and members of other organizations; and the afore-

said company's failure to give such permission and passes to officers of the National Maritime Union of America constitutes an unfair labor practice, and violates the rights and privileges accorded to employees, under Section 7, and Section 8, sub-section (1), of the National Labor Relations Act."

It appears there is sufficient interstate commerce information in other files, making it unnecessary for a request at this time. Will you please state the company's version with regard to the allegations cited above.

For your information, the case has been assigned to Roger G. McGuire, Field Examiner in this office, who can be reached at Room 808, U. S. Postoffice and Courthouse, Los Angeles, or by telephone at Madison 7411, Extension 647.

Yours very truly,  
(signed) WILLIAM R. WALSH  
W. R. WALSH  
Director

RGM/aj

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Trial Examiner Batten: You may proceed.

Mr. Moore: I offer as Board's Exhibit 6 a copy of a letter written by Mr. E. J. Eagen, director of the 21st Region [123] of the National Labor Relations Board on January 6, 1943, to Richfield Oil Corporation.

Trial Examiner Batten: Do you have a duplicate of that?

Mr. Moore: I will furnish copies.



Trial Examiner Batten: All right. Is there any objection to the receipt of this document?

Mr. Guntert: No, Mr. Examiner. But isn't that already a part of this file? It was a letter notifying us of the complaint.

Trial Examiner Batten: Well, of course, it may be a part of the Board's file, but it isn't, I don't think, a part of this case record, Mr. Guntert, unless it is received here. In other words, as you perhaps know, the Examiner nor the Board uses the files in the determination of the issues in these cases. In other words, it's only the evidence which is introduced at the hearing.

If there is no objection, Board's Exhibit 6 will be received.

(The document referred to was received in evidence and marked Board's Exhibit No. 6.)

### BOARD'S EXHIBIT No. 6

(Copy)

In reply refer to:

Case Nos. XXI-C-2248

XXI-C-2249

Richfield Oil Corporation

January 6, 1943

Richfield Oil Corporation

Richfield Building

Los Angeles, California

Gentlemen:

Please be advised that charges have been filed by Pacific District, Seafarers' International, Stewards Division, AFL, and Pacific District, Seafar-

ers' International, Engine Division, AFL, alleging that your Company has since October 1942 refused to grant passes to such labor organizations, who have been duly selected by the unlicensed personnel in the stewards' and engine departments of your Company's Pacific Coast oil tankers, and that your Company has thereby engaged in an unfair labor practice within the meaning of Section 8, subsection (1) of the National Labor Relations Act.

Will you please advise us whether a request has been made for passes. If so, by whom the request was made, when, and what reply was made in each instance by the Company representative. Please also state the Company's position relative to granting passes to duly authorized bargaining agents for the purpose of investigating and handling grievances and other similar matters.

As you undoubtedly know, the Board and the Courts have held that bargaining agents are entitled to such passes.

Appreciating your cooperation and a prompt reply,

Very truly yours,  
E. J. EAGEN  
Director

EJE:MA

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Trial Examiner Batten: You will furnish copies of that, Mr. Moore?

Mr. Moore: Yes, I will.

Mr. Guntert: I would like to introduce the an-

swer to the letter that has just been introduced, if there is no objection. [124]

Mr. Moore: No objection.

Trial Examiner Batten: That will be Respondent's 6. What date is that, Mr. Guntert?

Mr. Guntert: A letter dated January 14th, 1943, from Mr. Ragland, assistant to the president of Richfield Oil Corporation, in answer to this letter. It also encloses a copy of the letter dated March 12, 1942, which is referred to in the letter.

Trial Examiner Batten: Well, if there is no objection, it will be received. Will it be agreeable to the parties, when copies are furnished, that this original may be withdrawn so it may be placed back in the file?

Mr. Moore: That is agreeable.

(The document referred to was received in evidence and marked Respondent's Exhibit No. 6.)

unfair labor practices within the meaning of Section 8, subsection (1) of the Act, in that:

“The aforesaid company did, on or about July 16, 1941, and at various times thereafter, refuse permission to officers of this Union to visit the vessels of the company, and to talk with the members of this union on these vessels.

“Said company has, to the knowledge of the National Maritime Union of America, issued passes to other labor organizations, and gave permission to visit its boat to officers and members of other organizations; and the aforesaid company’s failure to give such permission and passes to officers of the National Maritime Union of America constitutes an unfair labor practice, and violates the rights and privileges accorded to employees under Section 7, and Section 8, sub-section (1), of the National Labor Relations Act.”

We are without knowledge or information sufficient to form a belief as to whether any person employed on or about July 16, 1941 or thereafter is a member of the National Maritime Union of America and we, therefore, deny that we refused permission to officers of that union to talk with members of that union on our ships.

We admit that we refused permission to officers of the National Maritime Union of America to go aboard our ships, but we deny that such refusal violated any provision of the National Labor Relations Act.

We further deny that the issuance of passes by us to other labor organizations constituted a discrimination against the National Maritime Union of America, since (a) the passes we have issued to other labor organizations have been issued pursuant to provisions of agreements between the Corporation and such other labor organizations, made after certification of such labor organizations as bargaining agents by the National Labor Relations Board, and (b) we have never issued passes to any labor organization except pursuant to an agreement made after certification by the National Labor Relations Board.

In connection with cases XXI-R-1569, XXI-R-1570 and XXI-R-1571, we have previously furnished you copies of the following agreements between this Corporation and labor organizations:

(1) Agreement dated February 15, 1939 with Sailors' Union of the Pacific.

(2) Agreement dated September 1, 1938 with Marine Engineers Beneficial Association No. 79, Inc.

(3) Agreement dated April 1, 1939 with Pacific Coast Marine Firemen, Oilers, Water Tenders and Wipers' Association.

These agreements were made with the respective labor organizations after their certification by the National Labor Relations Board.

Each of the agreements provided that the Corporation would issue passes to representatives of the union to board ships for the purpose of tran-

sacting union business with union members or for visiting union members.

In the early Summer of 1941 (prior to July 16, 1941) a large number of American Flag tankships were drafted by the United States Maritime Commission for the so-called "shuttle service" in the interest of national defense. It immediately became evident that there was a shortage of tanker tonnage in relation to requirements for national defense, and that such shortage would become more and more serious. At that time, this Corporation determined not only that it would not issue more passes to its ships, but that it would cancel all then existing passes as soon as it could do so without violation of agreements with labor organizations.

The agreement with the Sailors' Union of the Pacific, mentioned above, was terminated February 15, 1942 and all passes issued pursuant thereto were immediately cancelled.

The Corporation was then in a position to cancel, and did cancel, passes issued pursuant to the agreement with Marine Engineers Beneficial Association No. 79, Inc., mentioned above.

Under the provisions of the agreement with Pacific Coast Marine Firemen, Oilers, Water Tenders and Wipers' Association, above mentioned, such agreement could be terminated by either party on March 31, 1942, and this Corporation has notified said labor organization of the termination of such agreement on said date, unless prior thereto the agreement is amended by the deletion therefrom of



the provisions under which the Corporation is required to issue passes.

The reasons why the Corporation does not want visitors on its ships, either representatives of labor organizations or anybody else, are almost self-evident. Inherent dangers and hazards exist on a tankship loaded with, loading, or unloading highly inflammable products. The slightest bit of carelessness can result in disaster. The more people there are on board, the greater are the possibilities that some act of negligence or carelessness may occur. Tankships are precious beyond any measure of price in this war, and all risks to them should be kept to an irreducible minimum.

Furthermore, the critical tanker shortage demands that there be the least possible delay in the loading and unloading of ships and that all operations be kept at maximum efficiency to minimize the loss of tanker time. When our ships are in port the men not on watch are not required to be, and should not be, aboard. The men who are on watch are busy in the performance of their duties, and should not be distracted therefrom by visitors, particularly in times of "all out" war effort.

In addition to the foregoing considerations, we have been enjoined by the Navy to use the utmost attainable degree of secrecy as to the arrivals, departures, and movements of our ships. Although visitors to a ship may keep secret anything they may learn as to arrivals and departures, the fact that they are habitual visitors to ships and that their movements may be watched would constitute an ad-

ditional difficulty in limiting knowledge of the arrivals and departures of our ships as narrowly as possible.

We have been, and are, mindful of the principle that if we issue passes to the representatives of any labor organization, with which we have no contract providing for passes, it would seem to follow that we would have to issue passes to any and all organizations (which we would have to determine, at our own risk and peril, to be or not to be bona fide labor organizations) claiming the right to visit an alleged member of the organization aboard our ships. We respectfully submit that for at least the duration of the war such a principle may contain elements of hazard and danger that can be avoided and, therefore, should be avoided.

Very truly yours,

**RICHFIELD OIL CORPORATION**

By /s/ **R. W. RAGLAND**

Assistant to the President

**RWR:F**

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Trial Examiner Batten: Who will furnish copies of this letter?

Mr. Moore: I can do that.

Trial Examiner Batten: All right. We will proceed.

Mr. Moore: Mr. Gries, will you take the stand, please?

WILLIAM GRIES

called as a witness by and on behalf of the National Labor Relations Board, having been first duly sworn, was examined and testified as follows: [125]

Direct Examination

Q. (By Mr. Moore) Will you state your full name, please.

A. William Gries, G-r-i-e-s.

Q. What is your occupation, Mr. Gries?

A. Basically I am a seaman. But now I am organizer for the Sailors Union of the Pacific and representative for the Seafarers International, Pacific District.

Q. How do you pronounce your name?

A. "Grise."

Q. "Grise?" A. That's right.

Q. How long have you been occupied in your present position?

A. Approximately 9 months.

Q. What title do you have?

A. Organizer of the Sailors Union of the Pacific. I am representative for the Seafarers International Union, Pacific District.

Q. Does that include the Seafarers International Engine Division?

A. That includes both divisions, engine and stewards.

Q. Where are you stationed, Mr. Gries?

A. The office is at 206½ West 6th Street, San Pedro.

Q. Are you familiar with the places where Rich-

(Testimony of William Gries.)

field Oil Corporation tankers dock in the Los Angeles area?      A. Yes, sir. [126]

Q. Will you state where that is?

A. The Richfield docks have two in Long Beach. One is on 7th Street and one is on, I guess it is, 8th Street. One is known as the "Rio Grande dock," and one is called the "Richfield dock."

Q. Just a little louder, please.

A. One is on 8th Street, the Rio Grande dock on 8th Street, and the Richfield dock is on 7th Street. That is in Long Beach.

Q. Do you have occasion to go from the union office to that location?      A. I do, yes, sir.

Q. How far is it?

A. Well, I couldn't state the mileage. I guess it's about 7 or 8 miles over there.

Q. And have you——

Trial Examiner Batten: To which dock? Both docks?

The Witness: Well, it's a difference of one street.

Trial Examiner Batten: I see.

Q. (By Mr. Moore) Have you had occasion to go over there by public transportation?

A. Yes, I have, for a long time.

Q. How long did it take you?

A. Well, it takes you about half an hour to 40 minutes from the time you get on the car to get over there. There [127] is only the red car running over there, but if you miss the car you may have to wait around for another 40 minutes for a car to come.

(Testimony of William Gries.)

Q. Do you have any duties in connection with your occupation that cause you to settle grievances among seamen?

A. That's what my business is.

Q. Will you state how you have done that in the past?

A. Well, I can give you a specific instance. Here Mr. Richards who is agent for the Waterman Steamship Company, recently had a ship here, rather, down in San Diego the ship was, and he called me. There was some dispute between the mate and the captain and the crew in regards to a security watch agreement we have whereby the men have to stay on watch at night, stay aboard at night under this Coast Guard regulation, requiring a certain number of men to be on board to move the ship. And they couldn't seem to get it straight. And I had to go down on board the ship and got the mate together and the skipper and the gang and explained the whole thing to them so they all understood it, see. That is one instance.

Another instance, up at Port Hueneme, the port captain, Captain Odean, of the Alcoa Steamship, he called me from Port Hueneme. They were paying the crew off, and there was some question of overtime involved in the steward's department and the black gang. The port captain claimed that the men [128] didn't have the overtime coming, and I went up there and went on board and talked to the men, and they claimed they had it coming and I seen what work they had done; and I believed that it was com-

(Testimony of William Gries.)

ing and I argued it out with the port captain and the chief engineer. We settled it. They paid it. They paid the overtime.

That's an every day occurrence. Right here now in San Pedro there is a dispute. I don't know whether you would call it a dispute. The War Shipping Administration or the Navy, or somebody, can't seem to get it straight. We have a directive from San Francisco stating what quarters are going to be allocated to the unlicensed personnel of the ship, and the Navy wants to put more men on the ship and they want to take over some of the quarters that have been assigned to the crew.

Well, we have to stand pat on what we have got. Otherwise, they will take over the whole ship. The men are entitled to certain quarters on the ship, and we have got to see that they get it.

Q. How has that affected your own work? What have you done in connection with that?

A. I have gone down and talked to the crew. I have talked to the skipper, the agent of the company and to the representative of the War Shipping Administration in San Pedro who is in charge of quarters and repairs and things. [129]

Q. Did you go aboard that ship?

A. I had to go aboard. I had to go aboard and see what the layout was, what rooms they had assigned to different men. Sometimes they put sailors in the firemen's forecastle in the messmen's forecastle because they don't know when the ships come out. I guess they are a bunch of land lovers



(Testimony of William Gries.)

and don't know anything about how ships are run, how the crews should be laid out.

Another thing, they are marked in the shipyard under an old plan, see, under the original plans.

The crew's quarters are marked and are marked wrong. And when they come aboard the ship the mate and the skipper assign guys to different quarters, and later they find out they have to be shifted. And we try to keep the steward's department in one corner of the ship and the black gang on the other side and the sailors on the other side so each department is together, see.

Q. Do you perform the duties of a patrolman in your occupation?

A. Yes, sir, I do.

Q. Do you wait, Mr. Gries, until you are called before you board a ship on which you represent employees?

A. Not necessarily. Lots of time I have information that ships are coming in. I know when they are coming in, or I am called generally by the agent or the port captain, see. [130]

Q. By whom?

A. The agent of the company or the port captain?

Q. Or the port captain?

A. To come down and straighten out the dispute.

Q. Have you followed the practice of going down and boarding ship, whether you knew of a specific grievance or not.

A. All the time.

(Testimony of William Gries.)

Q. What do you do after you board the ship in a case of that character?

A. Well, I generally go to the ship's delegate and ask him what is going on.

Q. Where? A. And what's the trouble.

Q. Where do you look for him?

A. Back in the forecastles.

Q. Is that the crew's quarters?

A. I make it a practice generally of going aboard, if I can, around what they call "coffee time." You see, they have coffee time in the morning or coffee time in the afternoon. Or I go aboard in the afternoon, noontime. And I don't interfere with their work and I take up the dispute then with the men.

When I hear a story all around from the ship's delegate, I generally take him up to the mate or the skipper and argue it out with him. [131]

Q. Has it ever occurred that you needed to interview a man who was on watch at the time?

A. Yes. Sometimes the dispute involves the man that is on watch. In that case we send out a release, one of the men in the crew. If it's an A. B. involved in it, we send an A. B. out to relieve him while he comes in and discusses the situation. If it is an ordinary, we send out an ordinary. If it is a man below, a fireman, a fireman goes down and relieves him and takes on his duties while he gets straightened out.

Q. Has any ship's officer ever objected to that procedure, in your experience?

A. No, sir, none of them ever objected to it.

(Testimony of William Gries.)

Q. Do you do anything else other than what you have mentioned while you are aboard ship?

A. Yes. I collect dues. The men want their dues paid up, and things like that. I collect the dues for them. In fact, there's lots of times when I go on board the ship just for that purpose. I mean, the men call up and say, "Come on down here. I have got to pay some dues. I haven't got time to go down to the hall."

I go down there and collect dues, and any time you get down there to collect dues, why, they have always got something to show you, the mess room isn't right, or the chow isn't right, or maybe the toilets aren't clean and they need to be repainted, [132] or the forecastles are kind of dirty. They want to have them painted, or something like that. I always take care of that while I am right there.

Q. Is there anything else now that you recall that you do while aboard ship?

A. That is all my duties are.

Q. Do you distribute anything to the men?

A. Yes, our trade paper, the West Coast Sailor.

Q. What is that?

A. It is news of the seamen, of our union, the union paper.

Q. Do you make a regular practice of distributing that?

A. Yes. The men ask for it. They want it just the same as you want your daily paper. They want their West Coast Sailor every time they can get it.

(Testimony of William Gries.)

Q. How long, ordinarily, are you aboard ship, having specific reference now to tankers?

A. Well, to do my business, generally an hour, an hour and a half, two hours. And if there is any dispute, if there is a dispute it might be longer, see. Or maybe there's some of the gang that is missing. The agent will call me up and the ship is ready to go. I will come down there and check up with the boys and see if I can find out where he lives to get ahold of him.

Well, the time varies according to what is going on.

Q. You mentioned the agent. To whom do you refer as the agent? [133]

A. Well, the agent in this case on the tanker was Mr. Reeves, of the Associated Oil Company.

Trial Examiner Batten: You mean the representative of the company when you say "agent"?

The Witness: Yes, sir, the agent. That's right. He is called the agent in San Pedro with the Associated Oil Company.

Q. (By Mr. Moore). Mr. Gries, have you had any sailing experience aboard tankers?

A. Yes, sir. I sailed about 12 years altogether. I have got about four and a half of that time on tankers.

Q. How long ago was that?

A. Well, I just come off a tanker before I come on this job. From last October, 1941, until June, 1942, I was with the Union Oil Company and the Standard Oil Company on tankers exclusively.

(Testimony of William Gries.)

Q. Was that experience out of west coast ports?

A. Yes, for the Standard Oil Company of California and the Union Oil of California. I also sailed with Associated Oil Company out of California on their tankers and a couple of them back East.

Q. Do you recall any specific grievance among employees, unlicensed employees, aboard Richfield Oil Corporation tankers that has occurred since October, 1942?

A. Well, yes.

Trial Examiner Batten: Well, now, just a moment. I don't [134] know that we want to go into this question of grievances against the Richfield Oil Company. What bearing would that have, particularly upon this issue?

Mr. Moore: To show the futility of attempts to settle those grievances by the procedure that was available.

Trial Examiner Batten: Well, if you want the witness to relate a specific instance of an attempt to adjust that matter——

Mr. Moore: That's what I was asking about.

Trial Examiner Batten: You may tell us.

The Witness: Well, it happened on one ship a couple of months ago. It didn't happen here in San Pedro, but it was referred to me in the office here. The port captain was here, and that's that one I had to go and see.

Mr. Moore: Just a moment. I can't quite hear you.

The Witness: The incident happened up in San

(Testimony of William Gries.)

Francisco. But the story was referred to me down here.

Q. (By Mr. Moore). By whom?

A. By the men that were involved. They were fired off the ship, see. And they came down here and told me the story, so that I could go to Richfield and see what could be done about it.

Q. What was the nature of that?

A. The case was that they had rotten chow on the ship, and a bunch of mess gear, as Mr. Lundeborg said before, was [135] all tin cans made up into eating utensils, you know.

Mr. Guntert: Mr. Examiner, I object to that.

Trial Examiner Batten: I don't think we are interested in going into the details of that.

The Witness: I see.

Trial Examiner Batten: The only purpose of the testimony, as I understand it, is to show the difficulty in attempting to adjust it off the ship. So you don't need to give us all the details.

The Witness: We took it up with the port captain out here.

Trial Examiner Batten: Just a moment.

Mr. Guntert: If this is a question of men being fired off the ship, they certainly wouldn't be on the ship to settle the dispute.

Trial Examiner Batten: Of course, the witness may tell us his effort to adjust the difficulty. But I don't care about all the details of what it was. I don't think that is material.



(Testimony of William Gries.)

The Witness: Well, I spoke to the port captain about it.

Q. (By Mr. Moore): Meaning whom, Mr. Gries? Mr. Wilder?

A. Captain Wilder, in one of our meetings we were negotiating.

Mr. Guntert: Could we have the date, please?

The Witness: *She* said it wasn't so. And that adjustment had been made. However, when I talked to some of the gang later on—I was on the ship again—they said there was the same thing going on. The captain told me that that condition [136] doesn't exist on the ship, see. I have to go there to see it. I saw some of the gear that the guys brought off and showed me.

Trial Examiner Batten: You mean you were not able to go on the ship?

The Witness: That's right.

Trial Examiner Batten: And verify the fact as to whether or not the men were telling you the truth?

The Witness: That's right.

Trial Examiner Batten: Is that right?

The Witness: That's right, sir.

Trial Examiner Batten: In other words, you had to rely upon the information the men gave you and upon the information that Captain Wilder gave you?

The Witness: Yes, sir.

(Testimony of William Gries.)

Trial Examiner Batten: But you were never able to see for yourself the situation? Is that what you mean?

The Witness: That's right, sir.

Mr. Guntert: Would you give me the date of that occurrence you were speaking of? Not the exact date but the approximate time?

The Witness: I would say it was around the middle of December.

Trial Examiner Batten: '42?

The Witness: Yes, sir, around the middle of December. [137]

Q. (By Mr. Moore). In your experience, Mr. Gries, about what percentage of the grievances that come up have been settled on the ship by you?

A. Oh, 90 per cent.

Q. How is that?

A. I would say 90 per cent or better.

Q. And with reference to the other 10 per cent, how are they handled?

A. Well, it was a case of having to take it up with the company, and the company had to go back to their board of directors to get the O. K. on it, or something, see. It was more or less something new that came up on the ship where the crew was too short, see, and they decided to put another man on the ship in lieu of paying the crew, that is, on their overtime. That was a matter that had to be taken up by the company to get other men on the ship.

(Testimony of William Gries.)

However, it's a beef that comes up quite often now.

Trial Examiner Batten: Well, you said "90 per cent." Do you mean by that that 90 per cent of these grievances or beefs you can settle between the skipper and the mate and the men?

The Witness: Yes, sir, right there.

Trial Examiner Batten: On the boat?

The Witness: That's right. It is mostly a matter of interpretation of the agreement. The mate interprets it one [138] way and the men interpret it another way. Some of the mates don't seem to use any intelligence. They interpret it their own style, not the style that has been worked all the time. And they suddenly get an idea that it should be worked this way, and I go down and tell them why it should be worked the other way. And he argues with me why he wants it changed. But I say, "Take it up with the ship owners. This is the way it should be worked."

We go to see the skipper, and the skipper says, "If that's the way it's supposed to be, that's the way it's supposed to be." It is clear in his own mind. And the mates and the skippers, they rely an awful lot on the patrolmen, see, who come down there to straighten out them kind of disputes. They figure he knows his business. That's what they do. They know what the score is without fooling around about it. He knows his navigation. I know my business.

Q. (By Mr. Moore). Mr. Gries, have you ever

(Testimony of William Gries.)

requested Richfield Oil Corporation to issue passes to the unions you represent for the purpose of boarding their tankers?

A. Yes, sir, I have, on numerous occasions.

Q. When was the first such occasion?

A. It was the first week in October. That was the first meeting I had with Mr. Lamb.

Q. Of what year?

A. 1942. Then I was out of town. We got about three meetings [139] in November, and at each meeting I made it a point to ask for passes. There were three more meetings in December, and finally here around the first week in January Mr. Lundeborg requested passes for us.

Q. When was the last occasion on which you requested passes?

A. The exact date I am not sure of. It was around the 4th or 5th or 6th, something like that, of January of this year.

Q. Who was present on that occasion?

A. Oh, I wasn't there myself. But Mr. Lundeborg was there. He asked Mr. Lamb, I guess.

Q. Has any representative of Richfield Oil Corporation ever told you that they would issue passes to your union, subject to any stated conditions?

A. Yes. Mr. Lamb promised me that as long as we went along with negotiations with our contract and he can show the board of directors that we were making progress and were acting in good faith and were negotiating, he felt that at the end

(Testimony of William Gries.)

of that time he might give us a pass. However, he didn't say that they definitely would.

Q. I believe you misunderstood my question. My question is this: Did the company ever offer to give you passes subject to certain stated conditions?

A. No, sir. Voluntarily you mean?

Q. Yes.

Trial Examiner Batten: In other words, did the company ever agree to give you passes if you agreed to do *something* [140]

The Witness: Oh, no, sir.

Mr. Moore: All right. No further questions.

Trial Examiner Batten: Mr. Guntert?

Mr. Guntert: Just one question.

#### Cross Examination

Q. (By Mr. Guntert) In the process of your duties as a patrolman, does that afford an opportunity of negotiating with seamen for membership in your union? A. Do I?

Q. Yes. A. Yes, I do.

Q. You do that on board ship?

A. No, not on board ship.

Trial Examiner Batten: The question was: Does it afford you an opportunity, not whether you do it, but whether does it give you an opportunity to do that?

The Witness: The men on board the ship are already organized.

Trial Examiner Batten: Well, supposing there were some men on the ship that were not mem-

(Testimony of William Gries.)

bers of the union and you had a pass to go on, the question is: Does the fact that you have a pass to go on the ship give you a chance, if you want to take the chance, of soliciting membership?

The Witness: Certainly. I have the opportunity.

Q. (By Mr. Guntert) Do you take advantage of the opportunity? [141]

A. No, I never have had to.

Q. You never have?

A. I never have had that opportunity.

Q. You have been talking about ships where you have passes, and I am speaking about ships where you have passes, too. Supposing you are on board ship with a pass; you are there collecting dues and taking care of the business. Do you not also take care of getting new members?

A. No.

Q. You never do? A. No.

Mr. Guntert: That is all.

Mr. Lundeborg: May I ask a question?

Trial Examiner Batten: Yes.

Q. (By Mr. Lundeborg) When you go on board a ship where you have passes, you already have an agreement with most of them and some of them you don't have, isn't it a fact, and that all hands is already organized in your union?

A. Those men already belong to the union, that's right.

Q. Would you waste any time in soliciting new members? A. No.



(Testimony of William Gries.)

Q. Doesn't the organization you represent take the members in in the office, not aboard the ship?

A. That's right.

Q. In other words, if they join the union, if they didn't [142] belong to the union, then they had to come up to the office to join the union and go through a certain procedure?

A. That's right.

Q. Don't they have to fill out an application blank in it?           A. That's right.

Q. In the union office?           A. That's right.

Mr. Lundeborg: That's all.

Trial Examiner Batten: Mr. Moore?

Mr. Moore: No questions.

Trial Examiner Batten: Mr. Guntert?

Mr. Guntert: No questions.

Trial Examiner Batten: That's all.

(Witness excused.) [143]

Mr. Moore: Now, with the exception of the two exhibits, the photostats which we expect to offer and perhaps some further evidence on the question of that statement of principles that Mr. Lundeborg has asked for, the Board's case is concluded.

Trial Examiner Batten: If that is the case, then, Mr. Guntert, do you have any witnesses that you want to offer, except Mr. Land, whom I requested you to bring down?

Mr. Guntert: I think not. But I would like to speak to the captain.

Trial Examiner Batten: Well, do you want to recess a few minutes?

Mr. Guntert: No, just one word.

(Brief pause in proceedings.)

Mr. Guntert: That is all I have.

Trial Examiner Batten: Well, then, Mr. Lundeborg, do you have something further?

Mr. Lundeborg: Yes. I would like to bring the fact to the Examiner here that Judge Hand, of the Circuit Court of Appeals—

Trial Examiner Batten: You mean in New York, the Second Circuit?

Mr. Lundeborg: Yes. He handed down the decision in July 25, 1941.

Trial Examiner Batten: What is the name of the case, Mr. [144] Lundeborg?

Mr. Lundeborg: Just a minute and I will find it here.

National Labor Relations Board vs. City Service Oil Company, National Maritime Union of North America, Intervenor, No. 340, Circuit Court of Appeals, Second Circuit, July 25, 1941.

He handed down the decision granting the passes to that particular union.

Trial Examiner Batten: Well, you may do that, Mr. Lundeborg, when the testimony is all in. If you want to make any further statement on it, I will ask any of you if you care to make a statement at that time.

Mr. Lundeborg: O.K.

Trial Examiner Batten: But I would prefer to

finish up the testimony first before we get into any argument you may have on it.

Well, if there is nothing further, then, except Mr. Lamb, I believe I requested you to have Mr. Lamb come down. Mr. Lamb, will you be sworn, please?

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P. C. LAMB,

called as a witness by the Trial Examiner, having been first duly sworn, was examined and testified as follows:

Trial Examiner Batten: Now, I presume in view of the fact that I called Mr. Lamb I probably should start. However, would any of you prefer to start? [145]

Mr. Guntert: You may start.

#### Direct Examination

Q. (By Trial Examiner Batten) I asked Mr. Guntert to have you come down, Mr. Lamb, because Captain Wilder stated that you were the man or, I believe, Mr. Guntert or perhaps both, that you were the individual of the company who in the first instance issued the instruction or order or whatever it was, abolishing passes. Is that correct?

A. Well, the orders that Captain Wilder received, that is correct. I issued the orders to him.

Q. Now, how about prior to the time that Captain Wilder—as I understand it, Captain Wilder came here in October? A. Yes.

(Testimony of P. C. Lamb.)

Q. Now, weren't there some orders issued prior to that time?      A. I don't know.

Q. At the time that the contract expired, or something, from that time on you have not issued any passes; have you?      A. No.

Q. Well, now, was it your action at that time that discontinued passes?

A. The passes were discontinued. I may be a little hazy on dates. I haven't referred to the dates for some time. But it was about the time that the National Maritime Union filed a complaint with the Board of Unfair Labor Practice for our refusal to give them passes. [146]

Q. Well, at that time, whatever the time was, were you the official of the company who issued those instructions?

A. Well, I was manager of the marine department that issued those instructions to my department.

Q. Yes.

A. Captain Wilder is a part of that department.

Q. That's right. But he wasn't there then, was he? Captain Wilder?

A. No. Prior to that there was a vacancy in the position of port captain, but we had an organization.

Q. You had someone acting?      A. Yes.

Q. And it was then that you as manager of the marine department decided that it was not advisable to hereafter issue passes, is that correct?

(Testimony of P. C. Lamb.)

A. Well, I wouldn't say that it was me. It was the company policy.

Q. The company policy?

A. The policy is not determined by me.

Q. And you, of course, the company having determined that, passed it on to those under your supervision?

A. Put it in effect, yes.

Q. Is that correct?

A. That is correct.

Q. Now, when you instructed Captain Wilder about it when he [147] took over the position, what did you tell him, if you recall?

A. Well, I think Captain Wilder, before he took over the position, was pretty familiar with that policy, having been master of one of our ships.

Q. Well, let's assume that he knew all about it. What did you tell him at the time he took over the job, if you told him anything?

A. I did tell him that after he took over the job and several times discussed the policy and the matter of issuing passes and that the company's policy was not to issue passes to anyone.

Q. To anyone?

A. Yes, to go aboard the ships.

Q. Now, were you in on the conference that helped determine the policy of the company to not issue passes?

A. Well, I would say that I discussed it with the executives of the company.

Q. Well, now, the policy to discontinue passes, if I understand it, and if I state it incorrectly, will you tell me, please—that policy was estab-

(Testimony of P. C. Lamb.)

lished before the issuance of any instructions? For instance, here is Security Order No. 1 of the War Shipping Administration, issued October 24, '42, and here is Order No. 2 issued on the same date. Now, the policy of the company to not issue passes, of course, was formulated prior to that time; is that correct? [148]

A. I would say it was about that time. We had a contract with the Sailors Union of the Pacific that expired February 15th, as I recall. Is that correct?

Mr. Guntert: That is the correct date, yes, sir.

The Witness: And up to that time we had passes outstanding to representatives of the Sailors Union of the Pacific and to other unions, the Marine Engineers Beneficial Association; and when this policy was determined those passes were cancelled and there were not other passes issued after that.

Q. (By Trial Examiner Batten) Well, now, in a letter of the company dated March 12, '42—I will show you the letter which is Respondent's Exhibit 5-D. You had already determined as a company policy on March 12, 1942 that you would not issue passes, had you not?

A. That is correct.

Q. Well, then, it is correct to say that several months prior to October the policy of the company had already been determined?

A. That is true.

Q. Is that right?



(Testimony of P. C. Lamb.)

A. That is correct. This is subsequent to that.

Q. Yes. A. To the date of the policy.

Q. Now, there is in evidence here Respondent's Exhibits 3 [149] and 4 being regulations for tank vessels and protection of waterfront petroleum terminals issued by the captain of the port, and it has been stipulated and agreed both of these were issued, as I recall it—when?

Mr. Guntert: In June, I believe.

Mr. Moore: June or September. I don't remember which.

Trial Examiner Batten: One was issued in June, '42, and one was issued in September, '42.

Q. (By Trial Examiner Batten) Now, would it be correct to say that the policy of the company not to give passes was established prior to June, '42? A. Yes, I would say it was.

Q. Well, then, would it be correct, Mr. Lamb, to say that the issuance of these regulations and instructions had nothing to do with the establishment of your policy to refuse passes to your vessels?

A. You have reference to the captain of the port regulations now?

Q. That's right.

A. I am not sure of the date. Mr. Moore said June. My impression was that these were issued in about January.

Q. Your lawyer agreed that those were issued in June or after. So my question to you is: Would it be correct to say that those had nothing to do

(Testimony of P. C. Lamb.)

with the determination of the company's policy not to issue passes? [150]

A. Not those particular orders.

Q. In other words, they couldn't have, could they? A. No.

Q. Because they were issued subsequent?

A. But there may have been conditions that this order was attempting to deal with that had been taken into consideration.

Q. Let's assume that the condition did exist. The fact still remains that you couldn't have used these instructions or orders as the basis of determining your policy?

A. No, not if they were issued in June.

Q. Because they weren't issued?

A. That is correct.

Q. Now, can you tell me, Mr. Lamb, why the company determined upon that policy? What was the reason for it?

A. Well, the reason I would say was primarily because of the war conditions, and I think the other reasons were probably contributing reasons, the demands that were made for passes by other unions that we had no contracts with and the threatening increase of that policy—or, not policy—but increase in the number of passes that would be outstanding.

Q. Well, had you had demands from other unions? A. Yes.

Q. For passes?

A. Requests for passes. [151]

Q. Requests for them? A. Yes.

(Testimony of P. C. Lamb.)

Q. As to other organizations, for instance, have they requested passes?

A. Well, the National Maritime Union had requested passes repeatedly, and the Masters, Mates and Pilots Association had requested passes. I remember those two distinctly. I think the Cooks and Stewards Union had requested passes.

Q. Now, during the time that you issued passes, when you had a contract you issued passes; did you?

A. To these unions that we had a contract with, an agreement.

Q. Yes. Now, during that time when you issued these passes under the contract, did you have any trouble with other unions insisting upon having passes?

A. Yes. We had requests intermittently all the time.

Q. I would presume you had requests. But did you have any particular difficulty with those requests? Did it cause you any trouble particularly?

A. Well, we had one of the requests that I believe was answered here in your Labor Board in a citation of unfair labor practice.

Q. But outside of that did you have any trouble?

A. Only the requests, the repetition of it.

Q. In other words, you wouldn't say that the fact that some union wrote you a letter requesting it, that that was trouble [152] particularly, would you?

A. No, I wouldn't call that trouble. We had telephone calls and we had visits from them; and,

(Testimony of P. C. Lamb.)

of course, it took a little time. But I wouldn't care to classify it as trouble really.

Q. Well, now, can you tell me any other reasons, Mr. Lamb, why the company determined upon this policy, if there were any?

A. I would say that in my judgment the primary objection to passes generally is a matter of safety and a matter of hazards.

Q. In other words, you think that is the important factor in the policy?

A. I think that is in normal times.

Q. Either normal or war times?

A. That hazard is aggravated in war times.

Q. Would you say, Mr. Lamb, the fact that some representative of a laundry comes down to deliver laundry and goes on your boat is less of a hazard than, we will say, a union official that has been approved by the Navy and the F.B.I.?

A. I certainly would not.

Q. In other words, certainly one wouldn't be any more obnoxious than the other, would they?

A. They certainly would not. I would say they could be termed equally, depending upon the period of time they spent [153] on the ship.

Q. That's right. So you would say, then, that this policy is based primarily upon the judgment of the company that for the safety of the vessel and to reduce the hazard you determined to discontinue passes, is that right?

A. That's right.

Trial Examiner Batten: I have no further ques-

(Testimony of P. C. Lamb.)

tions. Mr. Moore, do you have any questions?

Mr. Moore: Just a moment, please.

Mr. Guntert: For the record, Mr. Examiner, I want to be sure that it was clear on one point. You were discussing the effect upon the determination of this company's policy by these orders which came out after the policy was established. We do not contend in any way that the policy was established by reason of those orders.

Our position is that those orders simply confirm the wisdom of that policy.

Trial Examiner Batten: Well, I understand that. In other words, you take the position that the company, having determined this policy, that the company's good judgment has since been verified by these governmental agencies; is that it?

Mr. Guntert: That is correct.

Trial Examiner Batten: Mr. Moore?

Q. (By Mr. Moore): I might ask one question. Do you know when the policy was first discussed among the company, the [154] policy against issuing passes, among the officials of the company?

A. No, I don't think I could answer very definitely, Mr. Moore, because it has been under discussion for years and it's always been predicated on the safety of the ship. We had, for instance, before we had even passes to any unions, before we had any contract with the Sailors Union of the Pacific—you spoke of laundry men boarding the vessel. We at one time gave passes in limited quantities to people of that description, cleaners who would come

(Testimony of P. C. Lamb.)

aboard to get the seamen's clothes for cleaning purposes. If we issued one, why, there was another one that felt that he was entitled to a pass.

We had that problem and that question of issuing passes before we had any union agreements.

Trial Examiner Batten: You probably had that on the first boat that you ever had, didn't you?

The Witness: Yes, before we had any requests from the unions for a pass. So it would be hard to say when that was discussed.

Trial Examiner Batten: Mr. Gunter, do you have any questions?

Mr. Gunter: No.

Trial Examiner Batten: Mr. Lundeberg?

Mr. Lundeberg: Yes. [155]

Q. (By Mr. Lundeberg): I would like to ask Mr. Lamb if he recalls how long since he had any requests from other unions to get passes from him?

A. I don't think we have had any requests since the N.M.U. filed their unfair labor practices charge.

Q. And that is over a year ago, isn't it?

A. Yes, I think so.

Mr. Gunter: That was in May, 1942.

Mr. Lundeberg: It was before May, 1942.

Trial Examiner Batten: The witness has said it was over a year ago.

Mr. Lundeberg: All right.

Q. (By Mr. Lundeberg): Do you recall around about the 16th of September that the Sailors Union of the Pacific and the Seafarers International En-



(Testimony of P. C. Lamb.)

gine Division was certified by this Board here as the collective bargaining agreement agency?

A. Yes, I know that.

Q. You have a copy of that?

A. I don't recall the date, but I know that certification was made.

Q. And we have called on you repeatedly to try to get passes?      A. That is true.

Q. Has any other union tried to?

A. I don't recall any other requests we have had since that [156] certification.

Mr. Lundeborg: That's all.

Mr. Guntert: That's all.

Mr. Moore: That is all.

Trial Examiner Batten: That is all, Mr. Lamb, thank you.

(Witness excused.)

Trial Examiner Batten: Is there anything further, outside of the answers which will be brought in in the morning, I presume, Mr. Lundeborg?

Mr. Lundeborg: Why, I expect to have them here.

Trial Examiner Batten: By 10:00 o'clock?

Mr. Lundeborg: Yes. If there is no delay in the flights up and down the coast, they should be here.

Trial Examiner Batten: I presume we may adjourn until 10:00 o'clock in the morning. Let me ask you this——

Mr. Guntert: Pardon me, sir. May Mr. Lamb be excused?

Trial Examiner Batten: Yes.

May I ask you this: Do you men intend to take up some time in the oral argument in this matter?

Mr. Guntert: I had not planned to make any oral argument. I did plan on asking you to permit me to file a short brief.

Trial Examiner Batten: Let's see. How about you, Mr. Moore?

Mr. Moore: Unless you desire oral argument, I don't believe that I shall argue at all. [157]

Trial Examiner Batten: I don't know as I want oral argument, but I do want you all to do this much, and I wouldn't call it argument: I want you to each tell me why you think—you—why you think this is an unfair labor practice in your own words. In other words, you probably in your own mind have some sort of theory or idea about this. I want you to tell it to me.

Now, Mr. Guntert, you, in working up this matter, have come to the conclusion that it is not; and you have come to that conclusion because of certain things which you can tell me probably in five or ten minutes.

Now, Mr. Lundeborg, you, having worked at this business some probably have some ideas as to what you think about it. So you be prepared to take five or ten minutes and tell me what you think about it in the record.

Now, as to the briefs: Mr. Guntert, you have expressed the opinion that you want to file a brief. Mr. Moore, do you?

Mr. Moore: No, I don't believe that it will be necessary.

Trial Examiner Batten: Whether you want to or not, I might tell you that I expect one.

Mr. Moore: If you do that, sir, I will be happy to submit one.

Trial Examiner Batten: Let me tell what I mean about briefs. You don't have to follow my suggestions, but I will appreciate it if you do. I don't want a brief that [158] is made up of titles, sub-titles, sub-sub-titles until there is no substance to the brief; it's just a lot of titles.

I would much prefer that you just sit down—and you don't even have to have the record, particularly—and dictate to a stenographer why you think I should decide that this is an unfair labor practice and you, Mr. Guntert, tell me your thoughts, mental processes, why you think it is not.

Do you see what I mean?

Now, I will read the record from cover to cover and the testimony. And you make the brief in any way you please. If you want to cite cases, if you want to go into the legal aspects of this, which I think are quite important in this case, you may do so.

Now, Mr. Lundeberg, if you want to do the same thing, I will be glad to have the same from you. You are not going to have much time, however, to do it.

Mr. Lundeberg: I already got my two pages.

Trial Examiner Batten: All right. It's along the same lines you suggested.

All right. You may hand it in here, then, when we finish and tell me about it tomorrow.

Mr. Lundeberg: All right.

Trial Examiner Batten: I would say five days

from the close of the hearing. In other words, tomorrow I will set the date. [159]

We will adjourn until 10:00 o'clock in the morning.

(Thereupon, at 4:32 o'clock p.m., Thursday, March 4, 1943, an adjournment was taken until 10:00 o'clock a.m., Friday, March 5, 1943.)

[160]

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Room 808, United States Post Office and  
Court House Building,  
Spring, Temple and Main Streets,  
Los Angeles, California,  
Friday, March 5, 1943.

The above entitled matter came on for hearing, pursuant to adjournment, at 10:00 o'clock a.m.

[161]

### PROCEEDINGS

Trial Examiner Batten: I think we will proceed. Mr. Lundeberg, do you have that copy of the directive you spoke of yesterday?

Mr. Lundeberg: Yes.

Mr. Moore: I have it here. I will ask that it be marked for identification as exhibit for the Board, next in order.

(The document referred was marked for identification as Board's Exhibit No. 7.)

Mr. Moore: May we introduce this by stipulation? It is a statement of policy, mimeographed by the War Shipping Administration and sent out by that administration to interested parties.

Mr. Guntert: Yes, if you will introduce that with it, the questions and answers. We received a copy of that and I checked it, and this was attached to it.

Mr. Moore: Referring to Board's Exhibit 7?

Mr. Guntert: Yes.

Mr. Moore: May we introduce this Board's Exhibit 7 for identification in evidence, then, with the understanding that that will also be included?

Mr. Guntert: Yes.

Mr. Moore: I offer Board's Exhibit 7 for identification, in evidence, then.

Trial Examiner Batten: There is no objection to it being [164] received? Do you have a duplicate of this?

Mr. Moore: No, sir.

Mr. Guntert: Last night I had a photostatic copy made.

Trial Examiner Batten: Did you?

Mr. Guntert: And if you care to use it——

Trial Examiner Batten: Why don't you have the photostat marked, then?

Mr. Lundeborg: Why don't you put them in together? They came out together?

Trial Examiner Batten: Do you have two copies of that we could use?

Mr. Guntert: Yes.

Trial Examiner Batten: If there is something else that goes with it it would be well to have them together.

Mr. Moore: Yes. May I withdraw the Board's Exhibit 7 that was introduced and have another document marked in its stead?

Trial Examiner Batten: Yes, have it marked the same number.

Mr. Moore: Board's Exhibit 7, yes. Probably we should mark it Board's Exhibit 7-A.

Trial Examiner Batten: And 7-B.

Mr. Moore: Yes, and the other document can be marked Board's Exhibit 7-B.

Trial Examiner Batten: Any objection to Board's Exhibits 7-A and 7-B being received in evidence? If not, they will [165] be received.

(The documents referred to were marked Board's Exhibits 7-A and 7-B and were received in evidence.)

#### BOARD'S EXHIBIT No. 7-A

(Pacific Coast Seamen, Firemen, and Cooks and Stewards—May 4, 1942.)

#### STATEMENT OF POLICY

##### I. Existing Collective Bargaining Agreements to Stand.

Article 3 (d) of the Service Agreement signed between Agents and the War Shipping Administration under which Agents handle vessels owned by or bareboat chartered to the War Shipping Administration shall remain in force and effect. This article reads as follows:

“(d) The General Agent shall procure the Master of the vessels operated hereunder, subject to the approval of the United States. The Master shall be an agent and employee of the United States, and shall have and exercise full



control, responsibility and authority with respect to the navigation and management of the vessel. The General Agent shall procure and make available to the Master for engagement by him the officers and men required by him to fill the complement of the vessel. Such officers and men shall be procured by the General Agent through the usual channels and in accordance with the customary practices of commercial operators and upon the terms and conditions prevailing in the particular service or services in which the vessels are to be operated from time to time. The officers and members of the crew shall be subject only to the orders of the Master. All such persons shall be paid in the customary manner with funds provided by the United States hereunder."

The intention of this clause is that the General Agent will procure and make available to the Master for engagement by the Master, officers and men through the channels which the Agent has heretofore used for his own merchant ships. If the General Agent has contracts with unions and those contracts require for example preference of employment or use of union hiring halls, the Agent would be required to procure men in accordance with the contracts.

## II. Wages and Working Conditions

Inasmuch as base wages, emergency wages, overtime rates, bonuses, war risk compensation, repatriation and allotment conditions have been generally equalized in East Coast, West Coast and Gulf

Collective Bargaining Agreements, which agreements have established equitable practices and standards in manning the American Merchant Marine now necessary to furtherance of the war effort, it is therefore agreed that the existing Collective Bargaining Agreements be frozen for the duration of the war.

### III. Discipline.

The conditions aboard ship, including common hazard and peril, in wartime require the highest standard of order and discipline. To accomplish this purpose, the unions agree to cooperate fully with the War Shipping Administration, as follows:

(1) Maintenance of the authority of the Master and of discipline including strict and prompt enforcement of laws relating to conduct aboard ship.

(2) Elimination of crews' mass meetings, crews' committees and other similar meetings or groups aboard ship. However, one man in each department will be recognized as the spokesman for that department, but all disputes shall be settled only upon termination of the voyage in port where shipping articles are closed.

(3) It is understood that all disputes will be settled through the regular machinery now in existence under the collective bargaining agreements between the unions and the steamship operators.

(4) Without waiving the right to strike, the unions hereby give firm assurance and guaran-

tee that the exercise of this right will be absolutely withheld for the duration of the war.

#### IV. Duration.

This Statement of Policy will remain in effect as long as the War Shipping Administration has jurisdiction of vessels of the American Merchant Marine.

(Sgd.) E. S. LAND,

(Sgd.) EDWARD MACAULEY,

For the War Shipping Administration.

(Sgd.) HARRY LUNDEBERG,

Secretary-Treasurer S. U. P.,  
President S. I. U.

(Sgd.) JOHN HAWK,

Secretary-Treasurer Atlantic  
& Gulf District Seafarer's  
International Union.

(Sgd.) V. J. MALONE,

Secretary, Pacific Coast Marine  
Firemen, Oilers, Watern  
tenders & Wipers Assn.

(Sgd.) JAMES W. BURKE,

Secretary, Marine Cooks &  
Stewards Assn.

Dated May 4, 1942

Washington, D. C.

## BOARD'S EXHIBIT No. 7-B

War Shipping Administration  
Washington

December 28, 1942

Operations Regulation No. 1

Supplement No. 5

Pertaining to

Vessels Owned by or Under Charter to  
the War Shipping Administration

Subject: Policy With Respect to Seagoing Personnel—Clarification of Statement dated May 4, 1942.

The Statement of Policy dated May 4, 1942, signed by the Pacific Coast Marine Firemen, Oilers, Watertenders and Wipers Association, Marine Cooks and Stewards' Association, and the War Shipping Administration, has been clarified by the following answer given by Edward Macauley, Deputy Administrator, War Shipping Administration, to the question asked by the aforementioned Associations:

Question: With regard to the Statement of Policy, we would appreciate a letter of clarification in line with our discussions during negotiations on the Statement of Policy to the effect that the prohibition of mass meetings, etc., on ships is not intended to apply to ordinary "coffee sessions" in messrooms, or in fo'c'sles, but does apply to any stop-work meetings or mass meetings which are dangerous or inimical to the movement of the vessel.

Answer: As paragraph (1) in Section III under the heading "Discipline" indicates, it is considered sound policy under war conditions that the authority of the Master be strictly maintained. Paragraph 3 contemplates that no meetings be permitted aboard ship "where they tend in any way to interfere with the ship's operation"; and of this the Master must be the judge. If there may be some Masters who will abuse their discretion in this regard, it is thought better in view of war conditions to remedy abuses ashore rather than to have arguments and disputes aboard ship whether a given meeting "interferes with the ship's operation." Should any such abuses develop, the War Shipping Administration will remedy them.

All General Agents are instructed to follow this policy.

(Sgd.) J. E. CUSHING,

J. E. Cushing,

Assistant Deputy Administrator  
for Ship Operations.

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Trial Examiner Batten: Anything further?

What is the status of those photostats, Mr. Moore, on that?

Mr. Moore: They will be ready in about five or

ten minutes, and I have left word to have them sent up here immediately.

Trial Examiner Batten: Well, do you want to recess five or ten minutes before you make the statements? Do you want to proceed with that?

Mr. Moore: I would prefer to recess.

Trial Examiner Batten: And you, Mr. Guntert?

Mr. Guntert: I have no choice.

Trial Examiner Batten: One minute before you go. My records do not indicate that Board's Exhibit 4 was offered and received. In case there is any question about it, it is the agreement of the Unions with the Tidewater Associated Oil. Do you attorneys have any notes to indicate whether it was offered or received? My recollection is that it was.

Mr. Moore: I believe it was, sir.

Trial Examiner Batten: In order to clarify the record Board's Exhibit 4 will be received, subject, of course, to the same objection which Respondent made as to the introduction of Board's Exhibit 3, in case there is any question about it, [166] and I will make the same ruling with regard to it.

(A brief recess was taken.)

Trial Examiner Batten: Are you ready to proceed?

Mr. Moore: I will ask that this photostat be marked Board's exhibit for identification next in order.

(The document referred to was marked as Board's Exhibit No. 8 for identification.)

Mr. Moore: And I will ask that this photostat,



which is attached to a sheet of paper for convenience be marked Board's Exhibit 9 for identification.

(The document referred to was marked as Board's Exhibit No. 9 for identification.)

Mr. Moore: Mr. Lundeborg, will you take the stand, please?

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### HARRY E. LUNDEBERG

called as a witness by and on behalf of the National Labor Relations Board, having been first duly sworn, was examined and testified as follows:

#### Direct Examination

Q. (By Mr. Moore) Mr. Lundeborg, I show you Board's Exhibit 8 for identification, and ask you if you can tell me what that photostat is a copy of?

A. That is a copy of the United States Coast Guard identification card, which gives me admission—

Mr. Guntert: I object to that last statement, I think that is self evident. [167]

Trial Examiner Batten: Of course he testified yesterday what it was for. The only question now is what is this.

Mr. Moore: I want to identify it.

Trial Examiner Batten: Is this the same card that you testified to yesterday which was issued to you by the Coast Guard, which has your finger-

(Testimony of Harry E. Lundeborg.)

print and picture on? And which was issued to you by the Coast Guard, is that right?

The Witness: Yes.

Mr. Moore: I will offer that exhibit in evidence.

Trial Examiner Batten: Is there any objection?

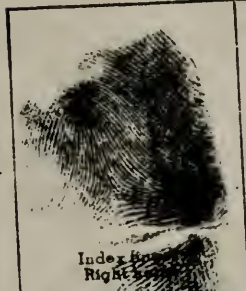
Mr. Guntert: No objection.

Trial Examiner Batten: It will be received.

(The document referred to heretofore marked Board's Exhibit No. 8 was received in evidence.)

FEDERAL FINGERPRINTS TAKEN  
NOT VALID WITHOUT SEAL

Pat 48



Index finger  
Right hand



*Narve Lundberg*  
(Signature)

16-23157 GPO

Date of birth 3/25/01 Citizenship Nat.  
Place of birth NORWAY  
Height 6' 2" Weight 190  
Color hair brown Color eyes blue  
Alien registration No XXXXXXXXXXXXXX

RFL

NATIONAL LABOR RELATIONS BOARD

CASE NO. XX1-C-2248 } BOARD  
2249 } PETITIONER  
RESPONDENT

EXHIBIT NO. 8

IN THE MATTER OF

*Rockfield Oil*

3-4-43 WITNESS

ETHEL B. FISHER, OFFICIAL REPORTER

BY *Dodge*



(Testimony of Harry E. Lundeborg.)

Q. (By Mr. Moore) And I show you Board's Exhibit 9 for identification, and ask you if that is a photostat of the pass issued by the Navy Department, concerning which you testified yesterday?

A. That is right.

Trial Examiner Batten: I object to it being called a pass, it is a badge issued by the Navy District Officer, is that correct, Mr. Lundeborg?

A. Issued by the Commandant of the 12th Navy District of San Francisco, which is a pass, which takes me into any place——

Trial Examiner Batten: Whatever it is, so far as the [168] Navy is concerned, it permits you to go any place you want to go, is that it?

A. That is right.

Mr. Moore: I offer Board's Exhibit 9 in evidence.

Trial Examiner Batten: No objection?

It will be received.

(The document heretofore marked as Board's Exhibit No. 9 was received in evidence.)







## NATIONAL LABOR RELATIONS BOARD

XXI C-2248  
 CASE NO. 2249 } BOARD  
 PETITIONER  
 RESPONDENT } EXHIBIT NO. 9

IN THE MATTER OF *Richfield Oil*DATE *3-5-43* WITNESS

ETHEL E. FISHER, OFFICIAL REPORTER

BY *Hodge*



(Testimony of Harry E. Lundeborg.)

Trial Examiner Batten: Does that finish this?

Mr. Moore: I want to ask a few questions on an exhibit that was introduced this morning.

Q. (By Mr. Moore) Mr. Lundeborg, I will show you Board's Exhibit 7-B and direct your attention to the paragraph labelled "Answer." Will you look that over and familiarize yourself with it?

A. Yes.

Q. That paragraph refers to a meeting aboard ship and in quotation marks says "where they don't in any way cause interference with the ship's operation."

Do you know of any such meetings that were ever held on board ships on the Pacific Coast?

A. Yes, they held meetings here prior to this statement of policy when the contracts were frozen for the duration of the war. Prior to that some meetings were held by some unions once a week and it was definitely understood when we were back [169] in Washington that we ourselves went on record as being opposed to having meetings at sea, and we cancelled that. As a matter of fact, our own union never did go for meetings at sea, but there were other unions in the sea, other departments, who believed in meetings at sea—affiliations, and we relinquished that when we were back in Washington, D. C.; we never had any trouble about that.

Q. How recently in point of time have such meetings of the crews at sea been held?

A. In our organization we have no record of

(Testimony of Harry E. Lundeborg.)

that at all, because it is against the policy of the union.

Q. Are you familiar with the practice in that regard that has been followed by other unions?

A. Yes, some other unions.

Q. What type——

Trial Examiner Batten: How long did they discontinue, that is the question.

The Witness: They discontinued that May 4th.

Q. (By Mr. Moore) Of what year?

A. May 4th.

Q. May 4th, what date—what year? Oh, May 4th is the date on the statement of policy, as you understand?

A. That is right.

Q. What type of meetings are you referring to that were held at sea? [170]

A. Well, these unions that held meetings that were supposed to hold the meetings to hear their grievances, and so forth, and open up any subjects which might pertain to the welfare of the crew. However, in some instances they develop into political rallies. That is one of the reasons we never did go for it.

Q. Were they meetings of union membership, or were they meetings with the officers of the ship?

A. No, it was meetings between—by the members on board the ship.

Q. Not meetings with the officers?

A. No officers at all. They kept the whole bunch together in certain departments, mainly amongst the steward department and especially on passen-

(Testimony of Harry E. Lundeborg.)

ger vessels, they used to have these meetings which didn't do anybody any good at no time, just put us on the spot, I think.

Q. To your knowledge are all shipping operators on the coast now under the jurisdiction of the War Shipping Administration?

A. To my knowledge all ships are—all deep water ships are—all shore vessels, all tankers, are, and all schooners except perhaps 12 lumber schooners which run between San Pedro, California, and Coos Bay, Oregon. All other American registered vessels was taken over on April 20, 1942, by an executive order of President Roosevelt.

Mr. Moore: No further questions. [171]

Trial Examiner Batten: That is all, Mr. Lundeborg.

Mr. Guntert: Are all these exhibits introduced in evidence?

Trial Examiner Batten: Yes, they have all been received. That is all, Mr. Lundeborg. Well, I think we are now ready to proceed with the statement I asked you to make on this matter. Mr. Moore, are you now ready to proceed?

Mr. Moore: Yes, sir.

Trial Examiner Batten: I would suggest that you do not go too fast.

Mr. Moore: The question to be decided in this case is a comparatively simple one. The facts are that the employees of the Richfield Oil Corporation through agents that they have selected, have requested their employer the right to have their rep-

representatives come aboard the ship, and assist them, and act for them in settling grievances that arise, and that their request, made through their authorized agents, has been unconditionally refused by the company. There is very little dispute on this subject. The question should be decided whether this refusal constitutes a violation of Section 8, subsection 1 of the National Labor Relations Act. In other words, does the refusal interfere with, restrain and coerce employees in their right to self-organization and to collective bargaining through agents of their own choosing.

In order to decide the question we will have to examine the collective bargaining processes. One phase of the process [172] is the negotiation of contracts, the overall contracts, and the evidence here shows that they are generally negotiated between a union and a large number of employees, so that the contracts are limited in the amount of specific detail that they can cover.

Now, of course, those contracts are negotiated on behalf of the union by agents selected by the employees, and generally there is no occasion for the employees to take any active part in that. There is another phase of the collective bargaining procedure which is, according to the testimony here, extremely important, and that is the settlement of grievances. Grievances concern conditions under which seamen must work, and they are therefore subjects of collective bargaining under the Act.

And these grievances that arise may arise through differences of interpreting contracts, or through



some adverse condition, or some supposed adverse condition, that arises despite the existence of a contract.

The grievances that arise affect the individual seamen very directly, and it certainly is not a sufficient answer to him to say, "You have a contract." If there is a condition that he believes is inimical to his working conditions he wants that particular problem settled, and he wants it settled sensibly—in time.

We should also explore the methods that are available to the [173] seamen for the settlement of their grievances that arise. It may be said, and there has been some indication here, that seamen might go ashore, and they might go to their union officers and contact their elective representatives, and tell them what the grievance is, and let them handle it from there on.

The evidence shows, however, that *the cause* of the locations of the union officers, for one thing, that in many instances this can't be done. It is too much of a trip in the limited time that the seaman has ashore, to go to union headquarters, and to spend the time that would be necessary there in explaining his grievance, and in remaining there until all questions that the union representatives might have have been answered.

Then, too, as soon as the agent, the employee's agent, the employee of the union learns what the grievance is in the union office, if he is not permitted to go aboard the ship, there is only about one thing he can do, and that is to telephone the

shore representative of the company. I think it is fair to say that if he did that, the shore representative would not know anything about the grievance. He would say he would have to investigate it, and he would probably contact the union representative later on. Investigation might take a day, and then he might call back and say the seaman is all wrong. The condition doesn't exist, he might say, everything is [174] fine, and everything going along as it should be. Of course, by that time the ship will be out of the harbor and the union representative would have no come back, he wouldn't know, he hadn't been aboard the ship, and he hadn't seen for himself—he is dealing with hearsay, and he just can't put up a forceful argument on hearsay.

There is one other consideration in this matter of asking seamen to leave the ship and go to union headquarters, and that is that minor grievances of seamen in all probability simply wouldn't be settled that way. The reason for that is not hard to find. A man may be working at sea, with a grievance which is not too bad, but which makes him dissatisfied. Nevertheless, when he comes to port he has perhaps eight hours during which he has to clean up, eat his meals, and go ashore to do whatever he may want to do. Now, it would take a seaman with a very peculiar twist of his mind, I think, to spend that entire leave out, as he probably would have to do, in getting that minor grievance settled up. It is very likely that he would go ahead and just depend on working under the grievance, or he might quit the ship rather than take the time and go through

the trouble that is necessary to get the argument settled.

Mr. Wilder testified that the turnover on these tankers was large, and he was not asked the reasons for it, but it may very well be that that is a reason; I think it is fair to [175] say it has a bearing on the question, at any rate.

And despite all that there is testimony here by Mr. Lundeborg, who I think is as competent as any man on the west coast to express an opinion on the matter, that that system just won't work. And I will say that business agents, being human beings, would probably be the first to recognize that the system would work if it were effective, because if they could do their work efficiently and well, and represent their men, who are paying them, properly, by sitting in their offices waiting for business to come to them, I think they would do that. But they have had time to find out that that is not the practice, and the testimony is that it won't work.

It has been said also that seamen when they come to shore when the ship docks, might contact their union representative on the dock. That the union representative might come to the dock and remain outside on the dock and see the men as they come off the ship. That also has some very serious drawbacks. The men don't all get off at once. At least a third of them, and if there is any extra work to do, more, have to stay on the ship at all times. The union representative would have to interview the men singly if a grievance came to his attention. He would not be able to interview

other seamen to see whether or not it was well founded. He would not be able to inspect the ship, and when finally he did come around to negotiating with the shore representatives out of the company, [176] he would run into the same difficulties that he would where the seamen contacted him in the office. He would be told purely from hearsay. His aggrieved seaman would have had to return to the ship and possibly the ship would have been gone and the grievance would be carried over until the next trip in.

I spoke of the port Captain, or shore representative of the company, who, if the business agent would have happened to contact in a situation like that, would have to make an inspection or an investigation before he could discuss the grievance—naturally, he would have to. The seaman, knowing that the company sent a man aboard to inspect the conditions would be very dissatisfied if he did not have the same privilege at having a man inspect the ship in his behalf, if in the final outcome the grievance were not settled.

Now, this dissatisfaction may be of no concern to the Respondent. However, it is one of the reasons why seamen have united and formed and joined unions in order to gain the advantage of the co-operative actions.

There is one other possible way in which an aggrieved seaman might possibly have a grievance adjusted. The union might appoint a ship delegate—as a matter of fact, they ordinarily do. I think the average ship appoints a ship's delegate, and it

might be argued that the ship's delegate is perfectly capable of taking up grievances of the crew with [177] the officers and settling such of those as can be settled. I believe the answer to that can be found largely in the nature of the seamen's relation to their master or a captain. The captain aboard a ship at sea, and very largely in port, is the law. There is no dispute with that, and it should be—discipline should be strict. The point is to expect a man who has been subject to that strict discipline for long periods to become more normal and to cross an imaginary line which bounds the port, to become then an independent and forceful and collective bargaining agent, is just expecting results that are not in human nature.

The testimony here shows that the seamen want and they need an experienced collective bargaining agent who is *not the* employ of the ship owner and who is experienced in the ways of collective bargaining. And the employees have chosen and selected men just like that. They request that their representatives have sea experience—a substantial amount of it. And their representatives are trained in the process of collective bargaining.

The method of adjusting grievances as shown by the evidence here that is used almost 100 per cent on this coast, and is used on the Gulf and the east coast also, involves the boarding of the vessels by a patrolman or a shore delegate of the particular union which represents the men aboard the ship. Upon boarding the ship the patrolman may go to



the [178] crews' quarters and talk to the men, and see if there are any grievances. He distributes newspapers to them so they may know what others with whom they have joined a union membership are doing—if he receives grievances, that is, if he receives from employees whom he represents allegations that there are adverse working conditions on the ship, he can go and inspect the ship, and with his wide knowledge of conditions as they should be, can recognize whether or not the conditions complained of are really adverse, or simply an unjustified complaint. He can also interview fellow seamen. He gets the story not only from one, but from all of the seamen who are involved in the particular instance. There is no interference with the operation of the ship, as the evidence shows here.

One patrolman testified, Mr. Gries, and he stated that if it became necessary to talk to a man about a grievance, who was on duty at the time, another man who is not on duty was sent to relieve that man and to take his work over while the discussions were on, and he further stated that there has never been any complaint by any ship owner about that procedure so far as he knows.

The testimony further showed that about 90 per cent of the grievances that are settled are settled aboard the ship by the patrolman on his visit to the ship, and if it were otherwise I think it is fair to say that probably 90 per cent [179] of the grievances that arise would never be settled, and the 10 per cent that were settled by the shore method



would be slowly and very unsatisfactorily settled.

I believe that is enough as to the actual operation of the grievances procedure.

The necessity for this boarding of ships by patrolmen elected by the employees on those ships, I think, is very clearly reflected in the practice here on the Pacific Coast to grant access to those patrolmen. The testimony shows that it is almost a universal practice on this coast to grant access to these union representatives. Only two or three small companies do not grant access; all the others do, and have for a considerable period. And it is not only done, the evidence shows as a matter of collective bargaining contracts, passes also are granted by a substantial number of operators using contracts containing no provisions in themselves for passes. And these operators who duly grant passes to the union operator are on all types of ships, carry all types of cargo, and in the present war emergency, who carry the high explosive supplies for the armed forces, supplies that have to get through expeditiously, and supplies that are very dangerous, very subject to explosion in case of any carelessness.

Now, if this practice on the Pacific Coast is standard practice—and on the Gulf and the Atlantic Coast too, for that [180] matter—should we not conclude here that as a matter of moral obligation the Richfield Oil Corporation ought to go along with the majority? It was not for that purpose at all. It was simply to show what, over a period of years, the employees, the seamen in the industry,

have considered necessary as a part of their collective bargaining procedure, and what the ship operators have recognized that they are entitled to, that is necessary for their exercise of their right to collective bargaining.

I will mention briefly the reason, or some of the reasons, at least, which have come out herein for the companies not granting these passes for union representatives——

Trial Examiner Batten: You have now taken about 20 minutes—I suggested 5 or 10, I think.

Mr. Moore: I haven't been looking at the clock. It has taken longer than I intended it to.

Trial Examiner Batten: But, of course, I don't want to stop you.

Mr. Moore: Well, the main reason that the company has expressed—at least in testimony, for not granting these passes, is that hazards are thereby increased, but despite that you have had instances of laundrymen going on board ship; they have permitted work parties aboard, and various officials of the company also board the ship quite regularly. Now, I don't propose to accuse the officials of the company of being [181] potential sabotage men, but nevertheless I think they will admit that they are just as subject to being careless at times as anyone else, and the evidence also shows that Richfield trembles, practically alone, in the face of this danger. No one else has mentioned it.

They also introduce evidence that a prior case has been decided in their favor. In the first place, I think the evidence shows that the case is not in

point, that it was not a case in which there was a certified collective bargaining agent involved, as there was in this case, and in the second place the evidence on which the case turned is not here. And further I think that their position, depending upon this previous case, is somewhat inconsistent with their further assertion that if they are compelled to grant passes to the complaining unions here, they will have to grant passes to anyone who says he is a union organizer. Their policy with reference to not granting passes was established before the case ever came before the Regional Office, and they have not changed their policy. They have done nothing by way of reliance on that decision, so I don't believe they could argue that the Board has estopped itself from proceeding in this case.

I have nothing further to say. In conclusion I will simply say that employees have shown by universal practice on this coast that they unite to get the specific benefits involved in this action, and I think that the denial of those [182] rights to them is a violation of Section A, Subsection 1, of the Act.

Trial Examiner Batten: Mr. Guntert.

Mr. Guntert: There are several predominant circumstances which must be given full consideration: first, we are at war; second, there is a critical tanker shortage, and there is a critical shortage of competent seaman. The best way to combat these shortages is to prevent further loss and the best way to prevent loss is to prevent the hazards to which they are exposed, and it is incumbent upon

all of us to do all in our power to bring those hazards to an irreducible minimum.

The loading and discharging of petroleum products is, under the most favorable of peacetime conditions, a hazardous operation requiring the utmost attention to the job at hand and the strictest observation of safety rules. In war time those hazards are greatly increased, and in addition there are the hazards of sabotage and destruction from enemy action made possible or facilitated by the leading out of information as to cargoes, departures, arrivals, courses, escort vessels, convoys, armament, names of vessels, and the like.

These hazards are increased in direct ratio to the number of persons having access to vessels—the more persons going aboard, the greater the likelihood of careless acts, distraction, sabotage, or leaking out of information valuable to the enemy. Therefore the presence of persons aboard ship must be [183] limited to those whose presence aboard is absolutely necessary. What reasons may be deemed to be absolutely necessary, is a matter which must be judged in the light of war conditions and the hazards incident to the handling of highly inflammable petroleum products in bulk on board ship.

In its solemn judgment, with a full realization of its responsibility to the Nation, and the seamen as well, this Respondent considers the issuance of passes to any one not in its employ, a real and highly unnecessary hazard, and accordingly took steps to eliminate that hazard, and the evidence shows that the policy of denying, for the duration

of the war, any and all requests for ship passes, was put into effect as the then existing contracts with labor organizations would permit. The evidence further shows that this policy was motivated by security and safety reasons, namely, to bring to an irreducible minimum the exposure of vessels and personnel and cargoes to unnecessary and unreasonable hazards.

As a result of this policy, a complaint was filed before the Director of this Region by the National Maritime Union but upon the showing of this Respondent that it carried out that policy without discrimination, he declined to issue a complaint and upon appeal to the National Labor Relations Board the Regional Director was sustained, this decision being handed down in May of 1942. [184]

The complaint herein raises the identical issue and alleges that this same policy constitutes an unfair labor practice, and so the issue here, as at that time in the other case, is whether this Respondent's refusal, without discrimination, to give access to its tank vessels during the remaining period of the war, is an unfair labor practice.

The evidence in support of the complaint does no more than establish that the complaining unions want passes to facilitate the handling of their union business and including the collection of dues. Admittedly it is more convenient and effective for delegates and union representatives to be on hand to catch the sailors before they can get ashore on leave. It is claimed that it is necessary to go



aboard ship to settle grievances. Experience, however, has shown that if a sailor really has a grievance, he will find his way to the union hall readily enough and when called to the attention of the employer the matter can be and usually is readily settled. With the great turn-over in ship personnel, it is almost self-evident that the principal concern of the union is the retention of membership and the collection of dues, rather than grievances.

A large part of the testimony of the union representatives constituted an interesting though wholly immaterial recitation of practices by the complaining unions under existing contracts with dry cargo ship operators. Presumably this was [185] for the purpose of attempting to show that these union representatives had access to hundreds of ships and that a fortiori the access should be given to respondent's ships, just as freely. There can be no comparison and the fallacy of such reasoning should be apparent. What acts would be reasonable and prudent practice on board dry cargo vessels might be the grossest of negligence on board a tanker.

Practically all of the evidence in support of the complaint may be summed up by saying that because these unions under their various contracts, the great majority of which are with dry cargo ship operators, permit them free access to such vessels and greatly facilitate the handling of the union's business including the collection of dues, they should have free access to the vessels of this



respondent; and therefore the policy of this respondent is an unfair labor practice even though not one scintilla of evidence indicates any discriminatory treatment nor anti-labor act or motive.

On the contrary, the evidence shows that not only is respondent's policy sound, but is commendable, especially in time of war and its wisdom is confirmed by the Security Orders of the War Shipping Administration.

This is a matter of extreme importance, not only to this respondent, but to the Nation at large in the prosecution of this war, and we are weighing, on the one hand, the [186] hazards to extremely valuable tank vessels, their personnel and cargoes, and on the other, the mere inconvenience of representatives of the complaining unions in the conduct of their business. It is submitted that if there be any doubt whatsoever, the same should be resolved in favor of safeguarding the safety of these critical tankers and the lives of our seamen. One vessel saved is worth a thousand times the inconvenience experienced by the complaining unions. One life saved is worth a thousand times the dues that union patrolmen can collect, for the duration of the war. The time to save these vessels and lives is not after a casualty, but before disaster strikes, and the most efficient way to prevent loss is to prevent exposure to hazards.

It is for these reasons that the complaint herein should be dismissed.

Trial Examiner Batten: Anything further?

Mr. Lundeborg: Well, Mr. Examiner, I haven't

got any of this written up in all that shape. I will have to talk straight to you and give you my arguments the way I see them.

After listening to the company's representatives the attorney here, why we shouldn't have the passes to board vessels our reasons are: No. 1, the Wagner Act protects us. The law of the land states specifically that we are entitled to same. Furthermore, Judge Hand on July 25, 1941, Judge Augustus M. Hand, of the United States Circuit Court of Appeals, [187] of the Second Circuit, case of National Labor Relations Board, petitioner, vs. City Service Oil Company and Pure Oil Company and the Texas Company—Judge Hand gave a decision in this case. And in this decision by Judge Hand he upheld the Wagner Act, and ordered all companies to issue passes to the union involved. That is one of our reasons.

The other reason why the union should have passes to contact the members aboard the ship is that grievances can only be settled properly by direct contact in checking up all conditions on the vessel, and the seamen themselves, if they take up the grievance directly with the captain on board of a ship are subject to be fired and we have hundreds of cases on the Pacific Coast, or any other coast, where if a union man takes up a grievance and insists upon his rights then he is subject to be fired, and it has been done time and again. So the only protection a union seaman has is to call upon his own chosen representatives who are also seamen,

and can act freely. These men can act freely because the company can't fire them.

Now, from the practical experience anyone who knows steamboating and knows shipping knows well that if you want to adjust a dispute involving a seaman and a ship you have to be on the ground and check up what is going on and see for yourself. And that has been accepted by all the ship operators on the Pacific Coast with the exception of three oil [188] companies on the Pacific Coast.

We have been granted passes and have had them for a number of years prior to the war, during the war, and at the present time, by all the major steamship companies on the Pacific Coast who carry as valuable and dangerous cargo as any oil tanker company does. When I say valuable, I say the ship carries 5,000 soldiers, and that is more important and valuable than 60 and 70 thousand barrels of black oil. And when a ship is loaded with the hold full of torpedoes for submarine stations in the South Pacific, and the union representatives can go aboard the ship, I say that is as important and as dangerous as any cargo of gasoline and oil.

Now, the statement of the company that they should be an exception because they are oil tankers, that doesn't hold water. Due to the fact that our organization was certified by the **National Labor Relations Board** as a collective bargaining agency for another oil company on the Pacific Coast, namely the Hillcone Steamship Company. We were certified in this particular company one month

after we were certified for Richfield, and this company granted us passes to our representatives in every port on the Pacific Coast, and also on portions of the Gulf Coast where the vessel contacts.

Furthermore, in another election we won last year in the Tidewater Associated Oil Company, which is also a Pacific Coast tanker company, we have also received passes for our represen- [189] tatives on a coastwise scale in every port. They carried the same kind of freight as the Richfield Oil Company, namely, black oil, gasoline and fluid cargo. There is nothing mysterious about that regardless of what the company's representative wants to make an impression about.

Another question was brought up by the company's representative dealing with the possibility of sabotage and that union representatives could convey vital information regarding movements of vessels. Of course, I don't know if the company expects us to take that seriously, or whether it is a little propaganda. Anyone who is familiar with the operations of vessels today knows that no one knows where a vessel is destined for, when they leave any shore in any waters of the United States. The only one who knows that is the convoy or the naval commander in the respective ports, and the skipper on board the vessel does not know where. He leaves before he gets the sea route from the Navy Commander. So how can a union representative find it out?

Another statement made by the company's witness, Captain Wilder, that if a union representa-

tive came aboard and found out what kind of cargo the vessel was loading, he then might determine where the ship was going to, and thus implicating that he might sabotage the war effort by conveying the information that so and so vessel was bound for so and so place because he had seen that black oil went into the hold of the [190] vessel, or gasoline. That argument is so childish, we won't even answer it. Because black oil and gasoline goes to every port, from the Pacific Coast through the South Pacific waters—it goes all over the world. Now, the statement of Captain Wilder and the eminent attorney for the company to the effect that they don't want anyone, outsiders, to get aboard a vessel in port doesn't hold water for another reason. Captain Wilder stated on the stand here that they engage work parties. The work parties they engage they work in some of these tankers in port, and they are not by any stretch of the imagination employees, steady employees of the company. They are people picked up for a day or two's work. They might work for the company once in the year. They might be, a seaman who is on the beach waiting for a ship, or they may be anyone who is open on the labor market for a job. There is laundry agents coming aboard the ships, collecting laundry, delivering laundry. There is tailors coming aboard the ships peddling their wares with the approval of the company. Now, those people are not employees of the companies by any stretch of the imagination.



So because of that sabotage and endangering the war efforts in our opinion, is not a fact.

We further want to prove that the War Shipping Administrator, the very man who is in charge of all American ships, Admiral Land, and who, by the way, is in charge of these various companies at the present time, he is in absolute agreement with [191] keeping prevailing practices of labor relation conditions, and so forth, upheld for the duration of the war. They know that we have passes to go aboard the ships. They underwrote an agreement which guaranteed us our collective bargaining agreements for the duration of the war, and in those agreements there was a clause giving the union representatives their rights to contact, to board any vessels.

Now, we feel that the labor union has as much interest in the war effort as any company or any employer, barring none, and we feel that the labor unions have done their share in arguing it every day towards winning the war, and we have so been told time and again by various governmental authorities. And when you look at the casualty list of merchant seamen, and see how many has been killed during this war, I believe that is the answer, it answers it well enough.

The representative of the Richfield Company states that there is a terrific turnover in the shipping industry—in the hiring of men. Sure, there is a terrific turnover in all these companies, the three of them on the Pacific Coast who have no union agreement, and who have no protection for the



men. And if anyone took it upon themselves to check up on the turnover in Richfield, they will probably find they have about 50 per cent more turn-over than the union agreement ships on the coast here. And the reason for that is because they deny the right to the seamen to get shipping agreements and have their [192] representative deal for their grievances for them.

Now, our organization ships handles approximately 1800 to 2000 seamen every month on the Pacific Coast. They are shipped out from our union halls, and ship aboard the ships, and all these ships carry supplies to the armed forces, and yet had it not been for the unions being in existence with well established machinery to handle the labor problems the American Merchant Marine after the war started would have been in a sad shape to talk, for the reason that there is no agency established capable of handling the shipping problem so far as seamen are concerned outside of unions. Which has also been acknowledged by Admiral Land.

Now, when a company comes in who has six tank vessels and starts to wave the flag and say that their policy is the only policy, and that they have the only right solutions for the labor problem, and when their policy differs entirely from about 500 American ships on the Pacific Coast, we wonder if they are here in good faith. As a matter of fact, we know they are not. This company has given us a constant headache for years, together with the Standard Oil of California. They have

a break up the unions, and this is one of their ways of doing it.

We hope that we will receive the passes so that we can protect these men aboard the ships, and that is about all we have got to say, your Honor. [193]

Trial Examiner Batten: Well, now, I think you all understand you have five days in which to file the memorandum brief; that is, five days after today, and those may be sent to the Trial Examiner, attention of the Chief Trial Examiner, in Washington, D. C.

Mr. Moore: You do not want them here?

Trial Examiner Batten: No, because I don't know that I will be here—in other words, if they are postmarked by midnight five days after today that will be sufficient.

Mr. Moore: Thursday?

Trial Examiner Batten: Now, as I said I don't want to be formalized too much, but what I am interested in is the substance of the thing, and not the titles, and so forth.

Mr. Moore: May I have that address again?

Trial Examiner Batten: You just send it to the National Labor Relations Board, Washington, D. C., attention of the Chief Trial Examiner. Addressed to me, James C. Batten, Trial Examiner, care of the Chief Trial Examiner.

Well, I don't believe there is anything further. Mr. Lundeberg, do you intend to present a memorandum of some sort?

Mr. Lundeberg: I had a little one here, and

then I think so far as I am concerned that is all we are going to present.

Trial Examiner Batten: Of course, if you now have it you may give it to me. And you have more than one copy? [194]

Mr. Lundeborg: Yes.

Trial Examiner Batten: I want more than one because I have to see they are placed in the files. If you give me two then I can give the other counsel one. I want to say this: I am not going to follow the practice of exchanging briefs—there is no reason—first one opens and then the other replies, and so on—I am not going to follow that practice here.

Mr. Moore: Before we close, I would like to move to conform the printing to the proof informal matters, such as dates or names.

Trial Examiner Batten: Is there any objection to that, Mr. Guntert? As to the minor details, typographical errors, dates—— It is not for the purpose of enlarging upon the issues, or changing the issues in any way. That will apply only to the printing—if there is no objection the motion will be allowed.

If there is nothing further the hearing is closed.

Mr. Moore: Mr. Examiner, how many copies should be sent?

Trial Examiner Batten: I would say at least two, preferably three. Two is enough, but three is better. I will see that they are placed in the various files.

(Whereupon, at 12:05 o'clock p.m. Friday, March 5, 1943, the hearing in the above-entitled matter was closed.) [195]

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In the United States Circuit Court of Appeals  
For the Ninth Circuit

RICHFIELD OIL CORPORATION,

Petitioner,

vs.

NATIONAL LABOR RELATIONS BOARD,

Respondent.

CERTIFICATE OF THE NATIONAL LABOR  
RELATIONS BOARD

The National Labor Relations Board, by its Chief of the Order Section, duly authorized by Section 1 of Article VI, Rules and Regulations of the National Labor Relations Board—Series 2, as amended, hereby certifies that the documents annexed hereto constitute a full and accurate transcript of the entire record in a consolidated proceeding had before said Board entitled, "In the Matter of Richfield Oil Corporation and Sailors Union of the Pacific, A.F.L., and In the Matter of Richfield Oil Corporation and Pacific Dist. Seafarers' Intl. Engine Division, affil. Seafarers' International Union of North America, A.F.L.," the same being Cases Nos. C-2568 and 2569, before said Board, such transcript including the pleadings, testimony

and evidence upon which the order of the Board in said proceeding was entered, and including also the findings and order of the Board.

Fully enumerated, said documents attached hereto are as follows:

(1) Stenographic transcript of testimony held before James C. Batten, Trial Examiner for the National Labor Relations Board, on March 4 and 5, 1943, together with all exhibits introduced in evidence.

(2) Copy of Trial Examiner Batten's Intermediate Report, dated March 27, 1943.

(3) Copy of order transferring case to the National Labor Relations Board, dated March 31, 1943.

(4) Copy of petitioner's exceptions to the Intermediate Report, dated April 9, 1943.

(5) Copy of Decision and Order issued by the National Labor Relations Board, May 8, 1943, with Intermediate Report annexed, together with affidavit of service thereof.

In Testimony Whereof the Chief of the Order Section of the National Labor Relations Board, being thereunto duly authorized as aforesaid, has hereunto set his hand and affixed the seal of the National Labor Relations Board in the city of Washington, District of Columbia, this 5th day of June 1943.

[Seal]

JOHN E. LAWYER

Chief, Order Section

National Labor Relations

Board

[Endorsed]: No. 10437. United States Circuit Court of Appeals for the Ninth Circuit. Richfield Oil Corporation, a corporation, Petitioner, vs. National Labor Relations Board, Respondent. Transcript of Record. Upon Petition for Review and for Enforcement of an Order of the National Labor Relations Board.

Filed June 10, 1943.

PAUL P. O'BRIEN,

Clerk of the United States Circuit Court of Appeals  
for the Ninth Circuit.

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In the United States Circuit Court of Appeals  
In and for the Ninth Circuit

No. 10437

**RICHFIELD OIL CORPORATION**, a corporation,  
Petitioner,

vs.

**NATIONAL LABOR RELATIONS BOARD**,  
Respondent.

**PETITIONER'S STATEMENT OF THE  
POINTS UPON WHICH PETITIONER  
INTENDS TO RELY AND DESIGNATION  
OF PARTS OF THE RECORD PURSUANT  
TO RULE 19**

**STATEMENT OF POINTS**

Richfield Oil Corporation, petitioner herein,  
hereby states the points upon which it intends to  
rely in its petition for review:



1. The National Labor Relations Board erred, as a matter of law, by not finding and concluding that the subject matter of the complaint was outside of and beyond its jurisdiction and power.

2. The National Labor Relations Board erred, as a matter of law, in not finding and concluding that the question of whether or not passes should be issued is a matter about which there should be collective bargaining between the employer and the representatives of its employees.

3. The National Labor Relations Board erred, as a matter of law, in ascribing to unions certified as collective bargaining representatives, functions and duties neither conferred nor required by the National Labor Relations Act.

4. The National Labor Relations Board erred, as a matter of law, by injecting itself into the collective bargaining procedure between your petitioner and its employees, thereby assuming functions neither required nor permitted by the National Labor Relations Act.

5. The National Labor Relations Board erred, as a matter of law, by substituting its judgment for the judgment of the employer concerning the terms and conditions of a contract between the employer and its employees, contrary to the intent and purpose of the National Labor Relations Act.

6. The National Labor Relations Board erred, as a matter of law, in finding and concluding that petitioner's refusal to grant passes without discrimination interfered with, restrained, and coerced its employees in the exercise of rights guaranteed

by Section 7 of the National Labor Relations Act and therefore constituted a violation of Section 8 (1) of said Act.

7. The National Labor Relations Board erred, as a matter of law, in finding and concluding that your petitioner:

“by not permitting access to the Unions’ representatives to aid the unlicensed deck and engine personnel at their request, is exercising, ‘domination and control’ over the efforts of these seamen to engage in ‘mutual aid and protection’ thereby infringing upon Section 8 (1) of the Act.”

8. The National Labor Relations Board erred, as a matter of law, in finding and concluding that:

“the denial of right of access to respondent’s tankers, by the chosen representatives of the unlicensed deck and engine personnel prevents these seamen from exercising their rights to collective bargaining and to other mutual aid or protection.”

9. The National Labor Relations Board erred, as a matter of law, in finding and concluding that:

“the refusal of respondent to issue passes to the duly authorized representatives of its unlicensed deck and engine personnel for the purpose of access, prevents these seamen from receiving aid, advice, and information through their duly chosen representatives;”

10. The National Labor Relations Board erred, as a matter of law, in finding and concluding that:

“The term ‘access’ in the shipping industry means the boarding of vessels by union representatives, in order to ascertain whether or not seamen on board have grievances, to determine the validity of the alleged grievances, and to settle those possible of settlement with the proper officials on board the vessels.”

11. The National Labor Relations Board erred, as a matter of law, in finding and concluding that “access” is necessary under war time conditions, or otherwise.

12. The National Labor Relations Board erred, as a matter of law, in basing its findings and conclusions upon an assumption that “access” is guaranteed by the National Labor Relations Act for the purpose of settling grievances, collecting dues, distributing papers, or for any other purpose.

13. There is no substantial evidence in the record to support the National Labor Relation Board’s findings and conclusions that your petitioner, by refusing to accede to the demands of the complaining unions for passes, or by any other means, interfered with, restrained and coerced its employees in the exercise of any or all of the rights guaranteed by Section 7 of the National Labor Relations Act, and therefore engaged in unfair labor practices within the meaning of Section 8 (1) of said Act.

14. There is no substantial evidence in the record to support the National Labor Relation Board’s findings and conclusions that the conten-

tions of your petitioner were without merit and were not valid reasons for denying "access", but on the contrary, the uncontradicted evidence clearly shows that your petitioner had valid and impelling reasons for refusing to issue passes.

15. The National Labor Relations Board erred, as a matter of law, in finding and concluding that the passes demanded by the unions are necessary for the purpose of settling grievances, collecting dues, distributing trade papers, or for any other purpose.

16. There is no substantial evidence in the record to support the National Labor Relations Board's findings and conclusions that passes are necessary for the purpose of settling grievances, collecting dues, distributing trade papers and for other purposes.

17. The National Labor Relations Board erred, as a matter of law, in finding and concluding that the complaining unions were the exclusive representatives of your petitioner's employees without limiting such finding as to exclusive representation to the purposes for which such representatives were chosen, namely, collective bargaining.

18. The National Labor Relations Board erred in appraising the weight of evidence upon the issue of whether passes should be granted in the light of its mistaken belief that the National Labor Relations Act requires your petitioner to agree to any particular term or condition of employment demanded by the collective bargaining representatives of its employees.

19. The National Labor Relations Board erred in appraising the weight of evidence upon the issue of whether passes should be granted in the light of its mistaken belief that the National Labor Relations Act grants to collective bargaining representatives unrestricted access to your petitioner's vessels without its consent and against its wishes.

20. The National Labor Relations Board erred in appraising the weight of evidence upon the issue of whether passes should be granted in the light of its mistaken belief that the National Labor Relations Act delegates to unions certified as collective bargaining representatives of your petitioner's employees, duties and functions in addition to and beyond that of collective bargaining agencies.

21. The National Labor Relations Board erred, as a matter of law, in directing your petitioner to cease and desist and to take affirmative action as specified in the Board's Decision and Order and to post notices to such effect.

22. Even if the National Labor Relations Board had power to direct your petitioner to cease and desist from refusing to grant passes, the Board erred, as a matter of law, in directing the issuance of passes without any limitations or restrictions.

23. Even if the National Labor Relations Board had jurisdiction and power to order your petitioner to cease and desist from refusing to grant passes, the Board erred, as a matter of law, in directing petitioner to cease and desist as specified in paragraph 1 (b) of the Board's Order.

24. Even if the National Labor Relations Board

had jurisdiction and power to order your petitioner to cease and desist from refusing to grant passes, the Board erred, as a matter of law, in directing petitioner to take affirmative action as specified in paragraph 2 (a) of the Board's Order.

25. The National Labor Relations Board erred as a matter of law, in concluding that all or any part of the decision in *NLRB vs. Cities Service Oil Co.*, 122 F. (2d) 149, (C.C.A. 2) is controlling herein.

#### DESIGNATION OF PARTS OF THE RECORD

Petitioner hereby designates the parts of the record which it deems necessary for the consideration of the aforesaid points, as follows:

The entire record of the proceedings before the Trial Examiner, and before the National Labor Relations Board, including the brief of respondent filed in support of its exceptions to the Intermediate Report.

Dated: June 19, 1943.

Respectfully submitted

DAVID GUNTERT

Attorney for Petitioner

[Endorsed]: Filed June 23, 1943. Paul P. O'Brien, Clerk.